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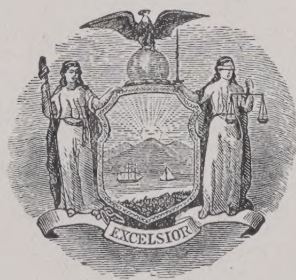
DOCUMENTS
OF THE
ASSEMBLY

OF THE
STATE OF NEW YORK.

ONE HUNDRED AND ELEVENTH SESSION,

1888.

VOLUME IX.—Nos. 68 to 74 INCLUSIVE.



THE TROY PRESS COMPANY, PRINTERS.
1888.

R E P O R T

OF THE

SUPERINTENDENT OF PUBLIC WORKS,

ON

TRADE AND TONNAGE OF CANALS

FOR THE YEAR 1887.

TRANSMITTED TO THE LEGISLATURE APRIL, 1888.

THE TROY PRESS COMPANY, PRINTERS.
1888.

STATE OF NEW YORK.

No. 68.

IN ASSEMBLY,

APRIL, 1888.

REPORT

OF THE

SUPERINTENDENT OF PUBLIC WORKS ON TRADE
AND TONNAGE OF CANALS FOR THE YEAR 1887.

STATE OF NEW YORK :

OFFICE OF SUPERINTENDENT OF PUBLIC WORKS, }
ALBANY, *April*, 1888. }

To the Hon. FREMONT COLE,

Speaker of the Assembly :

SIR.—As required by law I have the honor to present herewith to the Legislature the annual report of this department upon the trade and tonnage of the canals for the year 1887.

JAMES SHANAHAN,

Superintendent of Public Works.

REPORT.

The whole number of tons carried upon the canals of this State during the season of 1887 was 5,553,805, and was composed of the following described class of articles, viz.:

	Tons.
Product of the forest.....	1,529,809
Agriculture.....	1,590,509
Manufacture.....	212,216
Merchandise.....	378,734
Other articles.....	1,842,537
Total.....	<u>5,553,805</u>

Which were composed of the following described articles:

	Tons.
Fur and peltry.....	8
Boards and scantling.....	1,331,149
Shingles.....	4,255
Timber.....	43,276
Staves.....	14,679
Wood.....	125,131
Ashes, pot and pearl.....	1,100
Ashes, leached.....	10,193
Pork.....	120
Beef.....	11
Cheese.....	11
Butter.....	1
Lard, tallow and lard oil.....	58
Wool.....	19
Hides.....	341
Flour.....	4,089
Wheat.....	936,840
Rye.....	6,717
Corn.....	446,617
Corn meal.....	7
Barley.....	75,458
Barley malt.....	13,287
Oats.....	35,365
Bran and shipstuff.....	3,342
Peas and beans.....	424
Apples.....	5,856
Potatoes.....	23,730
Dried fruit.....	1,030
Unmanufactured tobacco.....	16

	Tons.
Hemp.....	429
Clover and grass seed.....	539
Flax seed.....	36,193
Domestic spirits.....	987
Oil meal and cake.....	5,235
Leather.....	633
Furniture.....	71
Bar and pig lead.....	326
Pig iron.....	58,569
Bloom and bar iron.....	19,995
Castings and ironware.....	2,316
Domestic cottons.....	30
Domestic salt.....	113,022
Foreign salt.....	11,032
Sugar.....	14,741
Molasses.....	7,367
Coffee.....	1,739
Nails, spikes and horse shoes.....	1,266
Iron and steel.....	162,833
Railroad iron.....	21,368
Flint, crockery and glass-ware.....	2,374
All other merchandise.....	167,046
Copper ore.....	31
Stone, lime and clay.....	607,117
Gypsum.....	3,823
Rock and super-phosphates.....	20,790
Authracite coal.....	866,471
Bituminous coal.....	38,953
Petroleum.....	475
Iron ore.....	243,578
Sundries.....	61,299
Total tons.....	<u>5,553,805</u>

Of the total tons carried on the canals 3,968,767 tons went east; 1,585,038 tons went west; 5,553,805 total tons.

Of this amount 3,373,581 tons was through freight; 2,180,224 tons way freight; 5,553,805 total tons through and way.

Of the total amount of freight shipped the

	Tons.
Erie canal carried.....	3,840,513
Champlain.....	1,229,335
Black River.....	111,847
Cayuga and Seneca.....	195,933
Oswego.....	176,177
Total.....	<u>5,553,805</u>

ANNUAL ACCOUNT of Property Cleared each week on the canals, for the season of 1887.

DAYS.	THE FOREST.—PRODUCT OF WOOD.					
	Fur and peltry.	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.
Eighth to fourteenth.....	33,362	7	1,480	120	1,672
Fifteenth to twenty-second..	39,992	23	581	464	2,002
Twenty-third to close.....	62,362	285	1,060	374	6,588
Total, May.....	135,716	315	3,121	958	6,262
First to seventh.....	50,005	225	1,452	547	3,186
Eighth to fourteenth.....	66,882	75	902	451	4,253
Fifteenth to twenty-second..	57,119	165	2,899	327	5,253
Twenty-third to close.....	54,169	164	828	628	4,371
Total, June.....	228,175	629	6,081	1,953	17,063
First to seventh.....	37,693	40	751	480	3,951
Eighth to fourteenth.....	45,436	202	2,347	264	3,598
Fifteenth to twenty-second..	51,696	129	647	345	3,643
Twenty-third to close.....	3	59,278	225	955	203	3,654
Total, July.....	3	194,103	596	4,700	1,292	14,846
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Annual Account of Property Cleared — (Continued).

DAYS.	THE FOREST—PRODUCT OF WOOD.					
	Fur and peltry.	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.
First to seventh.....	41,520	64	1,183	562	2,786
Eighth to fourteenth.....	48,048	408	834	143	2,775
Fifteenth to twenty-second.....	55,734	236	9,241	319	1,771
Twenty-third to close.....	66,309	252	1,749	693	2,036
Total, August.....	211,611	960	6,007	1,717	14,768
First to seventh.....	51,863	89	1,312	716	3,475
Eighth to fourteenth.....	47,809	194	862	143	4,074
Fifteenth to twenty-second.....	62,639	216	1,878	153	3,341
Twenty-third to close.....	5	64,979	237	1,958	611	5,208
Total, September.....	5	227,290	736	6,010	1,623	12,968
First to seventh.....	57,017	75	1,942	326	2,876
Eighth to fourteenth.....	44,755	65	4,889	360	2,430
Fifteenth to twenty-second.....	54,898	272	957	632	7,759
Twenty-third to close.....	53,624	183	1,013	342	2,859
Total, October.....	190,294	595	8,301	1,660	15,924

First to seventh.....	.....	49,564	32	1,681	277	2,229	.....
Eighth to fourteenth.....	.....	38,904	204	777	390	2,494	.....
Fifteenth to twenty-second..	.....	40,501	136	3,794	412	4,903	.....
Twenty-third to close.....	.....	13,746	25	537	423	1,512	.....
Total, November.....	.....	142,715	397	6,789	1,502	11,138	.....
Agents: Brewster.....	.....	25	.....	.....	.....	.....	.....
Russell .....	.....	1,220	27	2,267	3,992	28,162	.....
Total for the year.....	8	1,331,149	4,255	43,276	14,697	125,131	1,100

Annual Account of Property Cleared—(Continued).

DAYS.	PRODUCT OF ANIMALS.							AGRICULTURE — VEGETABLE FOOD.			
	Pork.	Beef.	Leached ashes.	Cheese.	Butter.	Lard, tallow and lard oil.	Wool.	Hides.	Flour.	Wheat.	Rye.
Eight to fourteenth.....	....	....	....	....	....	....	....	....	85	73,533	867
Fifteenth to twenty-second..	26	....	....	....	....	....	....	....	159	47,779	.....
Twenty-third to close.....	6	....	....	....	....	....	....	30	123	31,105	186
Total, May	32	....	....	....	....	....	....	30	367	152,417	1,053
First to seventh.....	....	....	....	....	....	....	....	54	145	40,075	31
Eight to fourteenth.....	....	....	....	....	....	....	....	30	37	40,851	.....
Fifteenth to twenty-second..	....	....	....	....	....	1	....	18	181	44,571	.....
Twenty-third to close	512	....	....	....	....	5	4	...	106	50,032	.....
Total, June	512	....	....	....	....	6	4	102	469	170,529	31
First to seventh.....	....	....	....	....	....	....	2	19	191	11,961	.....
Eight to fourteenth.....	3	....	....	3	....	....	2	12	87	18,801	.....
Fifteenth to twenty-second..	9	....	....	3	....	3	1	17	212	37,334	.....
Twenty-third to close.....	1	....	....	2	1	....	7	...	118	58,834	.....
Total, July	13	....	....	8	1	3	12	48	608	126,930	.....

First to seventh.....	1	....	240	....	....	....	17	195	37,525	.....
Eighth to fourteenth.....	4	....	....	1	....	....	11	38	44,268	465
Fifteenth to twenty-second.	2	....	920	....	....	....	....	193	41,511	498
Twenty-third to close	1	....	.....	....	....	....	5	212	37,789	493
Total, August	8	....	1,160	1	....	3	33	638	161,093	1,456

First to seventh.....	4	....	....	....	....	....	22	201	34,024	485
Eighth to fourteenth.....	3	....	....	....	....	....	....	74	24,819	.....
Fifteenth to twenty-second.	3	....	....	....	....	....	8	156	23,669	.....
Twenty-third to close	3	2	....	....	....	28	21	157	34,441	.....
Total, September	13	2	....	....	....	28	51	588	116,953	485

First to seventh.....	7	....	....	....	....	....	18	120	23,294	.....
Eighth to fourteenth.....	1	....	....	....	....	....	....	230	31,309	263
Fifteenth to twenty-second.	1	....	....	....	....	....	29	96	31,175	978
Twenty-third to close	6	9	120	....	....	14	16	325	39,131	98
Total, October	15	9	120	....	....	14	63	671	124,919	1,339

First to seventh.....	4	....	....	....	....	....	....	137	32,651	447
Eighth to fourteenth.....	1	....	....	....	....	....	14	118	28,709	.....

Annual Account of Property Cleared — (Continued).

DAYS.	PRODUCT OF ANIMALS.							AGRICULTURE — VEGETABLE FOOD.			
	Pork.	Beef.	Leached ashes.	Cheese.	Butter.	Lard, tallow and lard oil.	Wool.	Hides.	Flour.	Wheat.	Rye.
Fifteenth to twenty-second.	25	....	.....	....	....	3	....	....	288	17,397	1,442
Twenty-third to close.....	2	....	.....	2	....	....	....	....	183	5,167	434
Total, November.....	32	....	.....	2	....	4	....	14	726	83,924	2,353
Agents: Brewster.....	....	....	.....	....	....	....	....	....	22	75	....
Russell .....	....	....	.....	....	....	....	....	....	....	....	....
Total for the year.....	120	11	10,193	11	1	58	19	341	4,089	936,840	6,717

Annual Account of Property Cleared — (Continued).

DAYS.	AGRICULTURE — VEGETABLE FOOD.									
	Corn.	Corn meal.	Barley.	Barley malt.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.	Dried fruit.
Eight to fourteenth.....	19,545	...	108	968	280	16	.....	.....	.....	199
Fifteenth to twenty-second...	14,245	...	168	.....	247	25	.....	.....	75	113
Twenty-third to close.....	20,862	...	257	332	2,766	68	.....	.....	9	148
Total, May.....	54,652	...	533	1,300	3,293	109	.....	.....	84	460
First to seventh.....	11,881	...	.....	171	1,700	133	187	.....	.....	102
Eighth to fourteenth.....	14,711	...	.....	417	1,131	73	.....	.....	.....	60
Fifteenth to twenty-second...	21,256	...	.....	571	836	77	.....	.....	.....	90
Twenty-third to close.....	16,506	...	.....	409	119	248	237	.....	.....	.....
Total, June... ..	64,354	...	.....	1,568	3,786	531	424	.....	.....	252
First to seventh.....	18,257	1	.....	820	394	102	.....	.....	.....	.....
Eighth to fourteenth.....	25,342	...	.....	728	1,067	32	.....	.....	.....	41
Fifteenth to twenty-second...	13,110	...	.....	943	819	79	.....	.....	.....	26
Twenty-third to close.....	17,118	...	.....	553	1,942	40	.....	.....	.....	65
Total, July.....	73,827	1	.....	3,044	4,222	253	.....	.....	.....	132

DAYS.	AGRICULTURE — VEGETABLE FOOD.									
	Corn.	Corn meal	Barley.	Barley malt.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.	Dried Fruit.
First to seventh.....	4,983	6	.....	386	1	295	.....	.....	.....	59
Eighth to fourteenth.....	6,547	...	.....	194	195	23	.....	.....	.....	6
Fifteenth to twenty-second..	8,955	...	.....	1,185	2,124	385	.....	.....	.....	.....
Twenty-third to close.....	12,571	...	.....	569	1,077	151	.....	.....	.....	.....
Total, August.....	33,056	6	.....	2,337	3,397	854	.....	.....	.....	65
First to seventh.....	13,373	...	.....	736	894	138	.....	.....	.....	39
Eighth to fourteenth.....	19,731	...	479	179	957	2	.....	12	4	24
Fifteenth to twenty-second..	22,659	...	2,156	892	3,207	68	.....	.....	3	.....
Twenty-third to close.....	23,013	...	4,003	577	4,030	153	.....	4	8	.....
Total, September.....	78,776	...	6,638	2,384	9,088	361	.....	16	15	67
First to seventh.....	23,228	...	2,800	506	2,405	53	.....	.....	4	13
Eighth to fourteenth.....	29,169	...	6,410	487	1,873	107	.....	4	1	20
Fifteenth to twenty-second..	11,957	...	7,753	383	1,415	114	.....	143	142	.....
Twenty-third to close.....	16,579	...	9,635	77	2,599	133	.....	428	1,898	.....
Total, October.....	80,933	...	26,598	1,453	8,292	407	.....	575	2,045	33

First to seventh.....	19, 223	...	10, 671	.....	2, 428	232	.....	2, 071	3, 107	21
Eighth to fourteenth	25, 003	...	10, 757	379	70	148	.....	2, 041	9, 131	.....
Fifteenth to twenty-second..	16, 264	...	13, 741	472	569	318	.....	1, 129	8, 476	.....
Twenty-third to close.....	529	...	6, 520	350	220	84	.....	24	881	.....
Total, November	61, 019	...	41, 689	1, 201	3, 287	782	.....	5, 265	21, 595	21
Agents, Brewster.....	.....	...	.....	.....	.....	45	.....	.....	.....	.....
Russell .....	.....	...	.....	.....	.....	.....	.....	.....	.....	.....
Total for the year	446, 617	7	75, 458	13, 287	35, 365	3, 342	424	5, 856	23, 739	1, 030

Annual Account of Property Cleared — (Continued).

DAYS.	ALL OTHER AGRICULTURAL PRODUCTS.					MANUFACTURES.				
	Copper ore.	Unmanufactured tobacco.	Hemp.	Clover and grass seed.	Flax seed.	Domestic spirits.	Oil meal and cake.	Leather.	Furniture.	Bar and pig lead.
Eighth to fourteenth.	18	189	4, 192	.....	.....	.....	.....	.....
Fifteenth to twenty-second.	21	.....	.....	.....	491	.....	243	12	3	.....
Twenty-third to close.	2	.....	809	.....	418	42	12	129
Total, May.	21	.....	20	189	6, 212	.....	661	54	15	129
First to seventh.	51	.....	708	.....	.....	48	2	.....
Eighth to fourteenth.	57	.....	274	.....	480	.....	1	196
Fifteenth to twenty-second.	79	13	963	10	.....	37	.....	.....
Twenty-third to close.	1, 179	.....	236	43	6	.....
Total, June.	187	13	3, 124	10	716	128	9	196
First to seventh.	237	44	474	35	1	.....
Eighth to fourteenth.	15	.....	.....	240	.....	.....	1
Fifteenth to twenty-second.	32	.....	251	26	80	42	.....	.....
Twenty-third to close.	285	.....	.....	240	42	5	.....
Total, July.	32	300	488	70	1, 034	119	6	1

First to seventh.....	.....	.....	.....	.....	230	.....	468	.....	2	.....
Eighth to fourteenth.....	.....	.....	.....	.....	1,641	.....	.....	40	2	.....
Fifteenth to twenty-second.....	.....	.....	.....	.....	484	.....	.....	37	6	.....
Twenty-third to close.....	.....	.....	.....	.....	3,472	.....	335	42	7	.....
Total, August.....	.....	.....	.....	.....	5,827	.....	803	119	17	.....
First to seventh.....	.....	.....	55	.....	2,133	.....	.....	.....	3	.....
Eighth to fourteenth.....	.....	.....	38	37	2,596	.....	240	37	1	.....
Fifteenth to twenty-second.....	.....	.....	5	.....	283	.....	14	37	2	.....
Twenty-third to close.....	.....	6	.....	.....	2,592	.....	480	37	7	.....
Total, September.....	.....	6	98	37	7,559	.....	734	111	13	.....
First to seventh.....	.....	.....	65	.....	238	.....	493	.....	.....	.....
Eighth to fourteenth.....	.....	.....	27	.....	238	.....	.....	35	6	.....
Fifteenth to twenty-second.....	10	.....	.....	.....	1,666	.....	456	35	5	.....
Twenty-third to close.....	.....	10	.....	.....	2,359	.....	.....	.....	.....	.....
Total, October.....	10	10	92	.....	4,501	.....	949	70	11	.....
First to seventh.....	.....	.....	.....	.....	3,024	.....	72	32	.....	.....
Eighth to fourteenth.....	.....	.....	.....	.....	1,438	.....	48	.....	.....	.....
Fifteenth to twenty-second.....	.....	.....	.....	.....	4,020	.....	218	.....	.....	.....
Twenty-third to close.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total, November.....	.....	.....	.....	.....	8,482	.....	338	32	.....	.....
Total for the year.....	31	16	429	539	36,193	.....	5,235	633	71	326

Annual Account of Property Cleared — (Continued).

DAYS.	MANUFACTURES.					MERCHANDISE.	
	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic cottons.	Domestic salt.	Foreign salt.	Sugar. Molasses.
Eighth to fourteenth	11, 187	434	386	.....	3, 232	536	2, 112 16
Fifteenth to twenty-second.	1, 490	581	.....	.....	250	391	1, 062 253
Twenty-third to close	1, 848	402	90	.....	6, 976	640	1, 028 320
Total, May	15, 525	1, 417	476	.....	10, 485	1, 567	4, 202 589
First to seventh	2, 735	140	1	.....	3, 270	22	878 15
Eighth to fourteenth	4, 291	487	55	.....	1, 838	57	806 233
Fifteenth to twenty-second.	3, 413	442	5	.....	1, 638	783	813 250
Twenty-third to close	1, 299	.....	302	30	10, 069	263	703 304
Total, June	11, 738	1, 069	363	30	16, 815	1, 125	3, 200 802
First to seventh	2, 241	183	...	.....	1, 117	168.	849 72
Eighth to fourteenth	567	908	328	.....	2, 179	208	879 146
Fifteenth to twenty-second.	1, 968	2, 577	145	.....	4, 077	338	959 160
Twenty-third to close	1, 981	2, 132	190.	.....	12, 184	311	365 159
Total, July	6, 757	5, 800	666	.....	19, 557	1, 025	4, 152 537

First to seventh.....	2,313	1,641	76	.....	1,874	1	7	298
Eighth to fourteenth.....	1,874	518	.....	.....	1,727	100	195	561
Fifteenth to twenty-second.....	958	871	126	.....	1,752	204	143	398
Twenty-third to close.....	1,798	833	.....	.....	10,952	374	398	186
Total, August	6,943	3,863	202	.....	16,305	679	743	1,443

First to seventh.....	1,634	763	109	.....	1,885	336	504	599
Eighth to fourteenth.....	597	1,403	106	.....	1,911	134	269	229
Fifteenth to twenty-second.....	870	1,184	3	.....	2,378	27	224	599
Twenty-third to close.....	1,668	511	51	.....	9,952	65	68	364
Total, September.....	4,769	3,861	269	.....	16,126	562	1,065	1,791

First to seventh.....	2,603	1,147	.....	.....	1,145	548	82	395
Eighth to fourteenth.....	1,412	2	8	.....	750	1,058	796	305
Fifteenth to twenty-second.....	2,373	660	5	.....	1,586	2,180	295	320
Twenty-third to close.....	2,218	1,101	5	.....	10,981	1,175	4	647
Total, October	8,606	2,910	18	.....	14,399	4,961	1,177	1,677

First to seventh.....	2,132	495	278	.....	1,165	753	138	291
Eighth to fourteenth.....	1,054	319	4	.....	1,598	54	49	70

Annual Account of Property Cleared — (Continued).

DAYS.	MANUFACTURES.						MERCHANDISE.	
	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic cottons.	Domestic salt.	Foreign salt.	Sugar.	Molasses.
Fifteenth to twenty-second.....	830	261	15	.....	1,083	306	5	171
Twenty-third to close.....	1,205	.....	.....	.....	15,463	.....	10	6
Total, November.....	5,231	1,075	297	.....	19,309	1,113	202	538
Agents : Brewster .....	.....	.....	25	.....	53	.....	.....	.....
Russell .....	.....	.....	.....	.....	.....	.....	.....	.....
Total for the year.....	58,569	19,995	2,316	30	113,022	11,033	14,741	7,367

Annual Report of Property Cleared — (Continued).

DAYS.	MERCHANDISE.					OTHER ARTICLES.		
	Coffee.	Nails, spikes and horseshoes	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	All other merchandise.	Phosphate.	Stone, lime and clay.
Eight to fourteenth.....	95	265	18,112	3,795	84	14,417	234	24,509
Fifteenth to twenty-second.....	15	147	5,034	224	33	6,404	499	15,521
Twenty-third to close.....	401	4	8,466	1,186	159	8,662	551	33,083
Total, May.....	511	416	31,612	5,205	276	29,483	1,284	73,115
First to seventh.....	2	55	5,601	815	151	6,411	518	15,471
Eight to fourteenth.....	.....	.....	6,349	321	144	6,432	670	22,074
Fifteenth to twenty-second.....	231	.....	7,166	483	44	6,476	700	17,722
Twenty-third to close.....	19	.....	3,390	512	31	6,719	1,115	17,917
Total, June.....	252	55	22,506	2,131	370	26,038	3,003	73,184
First to seventh.....	283	1	5,321	1,008	.....	6,445	1,571	17,407
Eight to fourteenth.....	.....	.....	3,794	729	78	4,297	1,266	21,408
Fifteenth to twenty-second.....	.....	153	7,211	1,042	86	5,628	1,768	17,871
Twenty-third to close.....	141	.....	7,225	782	41	7,082	737	32,181
Total, July.....	424	154	23,551	3,561	205	23,452	5,342	88,867

Annual Report of Property Cleared—(Continued).

DAYS.	MERCHANDISE.						OTHER ARTICLES.	
	Coffee.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	All other merchandise.	Phosphate.	Stone, lime and clay.
First to seventh. ....	.....	3	3,245	224	90	5,410	937	22,001
Eighth to fourteenth.	106	.....	5,497	945	118	4,815	911	15,754
Fifteenth to twenty-second.	30	228	6,230	717	56	7,225	786	18,697
Twenty-third to close.	55	.....	6,398	432	179	7,663	1,319	26,355
Total, August.	191	231	21,370	2,318	443	25,116	3,953	82,807
First to seventh.	108	2	7,494	224	136	4,619	547	23,080
Eighth to fourteenth.	67	106	3,402	575	156	5,227	.....	20,908
Fifteenth to twenty-second.	55	16	5,578	784	123	7,581	169	20,607
Twenty-third to close.	54	.....	9,546	224	115	6,506	1,181	27,573
Total, September.	284	124	26,020	1,807	530	23,933	1,897	92,168
First to seventh. ....	.....	12	7,758	869	213	4,397	615	20,607
Eighth to fourteenth. ....	.....	.....	6,332	1,036	41	5,250	952	17,235
Fifteenth to twenty-second. ....	.....	2	8,542	871	15	6,997	1,117	21,075
Twenty-third to close.	76	129	6,882	1,689	22	9,904	587	25,566
Total, October.	76	143	29,514	4,465	291	26,548	3,271	84,483

First to seventh.....	.....	57	2,504	748	213	4,922	822	33,080
Eighth to fourteenth.....	.....	55	4,152	753	39	2,535	626	16,199
Fifteenth to twenty-second.....	.....	76	1,410	324	7	3,139	351	22,745
Twenty-third to close.....	1	5	191	56	.....	1,718	241	26,078
Total, November.....	1	143	8,257	1,881	259	12,314	2,040	98,102
Agents: Brewster.....	.....	.....	.....	.....	.....	112	.....	8,112
Russell.....	.....	.....	.....	.....	.....	50	.....	6,281
Total for the year	1,739	1,266	162,833	21,368	2,374	167,044	20,790	607,117

Annual Account of Property Cleared—(Continued).

DAYS.	OTHER ARTICLES.						Total tons.	Total miles boats cleared.
	Gypsum.	MINERAL COAL.		Petroleum.	Iron ore.	Sundries.		
		Anthracite.	Bituminous.					
Eighth to fourteenth .....	.....	20,357	599	.....	4,264	289	242,284	390,085
Fifteenth to twenty-second .....	.....	16,806	1,505	8	8,663	1,075	166,630	201,913
Twenty-third to close	140	33,876	1,542	8	11,263	2,563	241,181	251,824
Total, May	140	71,039	3,644	16	24,190	3,927	650,095	843,822
First to seventh .....	.....	13,653	1,169	10	8,394	1,774	171,791	206,043
Eighth to fourteenth	140	20,454	1,359	8	7,780	1,351	205,909	221,082
Fifteenth to twenty-second .....	.....	22,547	1,155	8	11,099	2,121	211,563	241,665
Twenty-third to close	140	40,214	516	31	9,430	2,814	220,624	215,012
Total, June	280	96,868	4,199	57	36,703	8,060	809,887	883,802
First to seventh	132	38,537	1,114	.....	7,653	2,574	162,128	169,220
Eighth to fourteenth .....	.....	20,310	1,556	4	11,920	2,607	172,505	189,719
Fifteenth to twenty-second .....	.....	23,922	1,983	12	11,323	2,468	194,702	224,459
Twenty-third to close .....	.....	39,161	1,534	2	10,898	6,694	274,692	268,646
Total, July	132	121,930	6,187	18	41,794	14,343	804,027	852,044

First to seventh.....	51,378	1,879	14	10,520	2,837	194,744	191,840
Eighth to fourteenth.....	23,711	1,457	15	8,995	1,530	175,027	192,957
Fifteenth to twenty-second.....	25,956	676	11	11,962	1,041	200,676	213,386
Twenty-third to close.....	47,411	1,359	14	13,599	5,711	253,788	252,700
Total, August	148,456	5,371	54	45,076	11,119	824,235	850,883

First to seventh.....	47,545	584	27	8,380	491	209,178	239,827
Eighth to fourteenth.....	25,236	1,659	4	9,185	1,744	175,371	198,291
Fifteenth to twenty-second.....	25,014	1,753	4	9,615	1,006	199,651	223,275
Twenty-third to close.....	41,882	2,832	41	10,998	1,708	258,339	271,575
Total, September.....	139,677	6,828	76	38,178	4,949	842,539	932,968

First to seventh.....	36,338	1,583	15	6,888	1,664	182,645	194,895
Eighth to fourteenth.....	18,014	636	26	8,058	204	184,542	207,962
Fifteenth to twenty-second.....	18,777	779	4	8,220	394	195,146	218,398
Twenty-third to close.....	65,832	2,139	55	8,228	6,099	274,935	240,840
Total, October	138,961	5,137	100	31,394	8,361	837,268	862,075

First to seventh.....	29,547	1,319	21	6,978	981	214,512	209,100
Eighth to fourteenth.....	19,239	299	58	7,895	573	173,301	176,621

Annual Account of Property Cleared — (Continued).

DAYS.	OTHER ARTICLES.							Total tons.	Total miles boats cleared.
	Gypsum.	MINERAL COAL.		Petroleum.	Iron ore.	Sundries.			
		Anthracite.	Bituminous.						
Fifteenth to twenty-second.....	.....	35,802	1,043	34	9,824	1,608	193,152	124,212
Twenty-third to close.....	.....	39,689	790	41	1,546	1,313	118,992	44,250
Total, November	150	124,277	3,451	154	26,243	4,475	699,957	554,183	
Agents: Brewster.....	.....	24,330	4,134	.....	.....	1,500	38,433	.....
Russell .....	.....	800	.....	.....	.....	4,565	47,364	.....
Total for the year	3,823	866,471	38,953	475	243,578	61,299	5,553,805	.....

STATEMENT showing the total tons of each article of way freight going East and the total tons of all articles of way freight going East during the season of 1887.

OFFICES.	Boats— Number of miles cleared.	THE FOREST — PRODUCT OF WOOD.						AGRICULTURE.		
		Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, not and pearl.	PRODUCT OF ANIMALS.	VEGETABLE FOOD.	
West Troy	21,772	27,707	.....	.....	.....	10,242	113	Pork.	Flour.	Wheat.
Syracuse	117,072	6,676	85	709	1,794	17,239	.....	Lard, tallow and lard oil.	.....	.....
Rochester	33,848	1,358	.....	1,173	560	493	.....	.....	2,114	6,755
Tonawanda	63,485	88,708	1,598	16,740	.....	309	.....	.....	3	6,410
Buffalo .....	.....	33,852	1,048	.....	5,659	.....	.....	.....	.....	.....
Waterford	94,719	182,866	.....	280	.....	27,286	.....	.....	334	63,958
Whitehall	2,090	745	32	12,747	439	15,305	.....	5	138	.....
Oswego	15,682	22,749	789	.....	360	56	.....	.....	790	675
Geneva	44,547	4,320	.....	.....	.....	.....	.....	.....	.....	6,180
Boonville	33,766	34,936	3	630	.....	12,687	.....	9	.....	.....
Total .....	.....	408,917	3,555	32,279	8,812	83,617	113	32	3,433	84,113

STATEMENT showing the total tons of each article of way freight going East, etc.—(Continued).

OFFICES.		AGRICULTURE.								
		VEGETABLE FOOD.								
	Rye.	Corn.	Corn meal.	Barley.	Barley malt.	Oats.	Bran and ship stuffs.	Apples.	Potatoes.	Flax seed.
West Troy.	.....	453	.....	.....	2,442	.....	.....	14	765	175
Syracuse	5	309	3	4,662	5,037	978	2,518	1,542	3,058	9
Rochester	.....	232	.....	4,122	180	.....	31	2,584	.....	.....
Tonawanda	.....	.....	.....	.....	.....	.....	.....	32	.....	.....
Buffalo	3,886	49,876	.....	2,430	.....	5,030	272	.....	.....	.....
Waterford	323	.....	.....	.....	.....	.....	.....	41	12,437	.....
Whitehall	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Oswego	.....	2	.....	5,795	.....	.....	103	100	.....	.....
Geneva	655	.....	.....	3,110	244	.....	.....	.....	.....	.....
Boonville	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	4,869	50,873	3	20,119	7,903	6,008	2,924	4,313	16,260	184

STATEMENT showing the total tons of each article of way freight going East, etc. — (Continued).

OFFICES.	MANUFACTURES.							MERCHANDISE.			
	Domestic spirits.	Oil meal and cake.	Leather.	Furniture.	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic salt.	Nails, spikes, and horseshoes.	Iron and steel.	Flint, enamel, crockery and glassware.
West Troy...	1	1,058	.....	.....	.....	.....	.....	.....	.....	1	.....
Syracuse....	18	1,126	.....	97	82,909	5	118	376
Rochester...	538	.....	.....	.....
Tonawanda..	1	.....	.....	.....	.....	6
Buffalo.....	359	.....	5	.....	.....	.....	.....
Waterford	3	.....	.....	.....	.....	.....	.....	.....
Whitehall...
Oswego.....	2	.....	.....	.....	.....	.....	.....	15
Geneva.....
Boonville	630	1	.....	.....	.....	.....	.....	.....	.....
Total	1	1,058	630	24	1,485	1	102	83,447	5	119	397

STATEMENT showing the total tons of each article of way freight going East, etc. — (Continued).

OFFICES.	MERCHANDISE		OTHER ARTICLES.							
	All other merchandise.	Stone, lime and clay.	Gypsum	Rock & super-phosphates.	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	Total tons.
West Troy.....	2,028	31,628	.....	363	716	.....	..	129	25,440	103,470
Syracuse.....	7,659	32,084	880	4	156,324	652	98	10	7,078	342,966
Rochester.....	3,988	31,094	.....	.....	.....	216	..	.....	96	53,078
Tonawanda.....	.....	455	.....	.....	.....	5	..	.....	.....	107,853
Buffalo.....	11	2,000	.....	4	.....	8,459	44	.....	831	178,059
Waterford.....	1,847	68,708	.....	.....	.....	.....	..	558	.....	294,492
Whitehall.....	.....	5,350	.....	.....	.....	.....	..	.....	354	34,972
Oswego.....	68	400	.....	.....	4,984	.....	.....	.....	.....	36,888
Geneva.....	.....	9,439	.....	.....	78,771	6,976	..	.....	1,135	110,830
Boonville.....	.....	2,100	.....	.....	.....	.....	..	.....	119	51,115
Total.....	15,601	183,258	880	371	240,795	16,308	142	697	35,053	1,313,723

STATEMENT showing the total tons of each article of way freight going West, and the total tons of all articles of way freight going West during the season of 1887.

OFFICES.	Boats— Number of miles cleared.	THE FOREST—PRODUCT OF WOOD.						AGRICULTURE—PRODUCT OF ANIMALS.			
		Boards and scantling.	Shin- gles.	Timber.	Staves.	Wood.	Ashes, pot and pearl.	Pork.	Beef.	Cheese.	Butter.
Albany	59,777	6,829	.....	.....	.....	272	.....	6	2	.....	.....
West Troy	100,947	3,066	.....	741	.....	2,618	.....	.. 3	.. 11	.. 10	.. 1
Syracuse	127,573	2,959	3	.....	1,509	5,787	.....	.....	.....	.....	.....
Rochester	54,795	64	.....	330	150	2,125	443	.....	.....	.....	.....
Tonawanda	34,836	58	.....	1,987	.....	756	.....	.....	.....	.....	.....
Waterford	2,022	285	.....	.....	.....	.....	.....	.....	.....	.....	.....
Geneva	45,973	2,745	.....	.....	.....	.....	.....	.. 58	.....	.....	.....
Boonville	33,874	65	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total .....	.. ..	16,071	3	3,058	1,659	11,558	443	67	13	10	1

STATEMENT showing the total tons of each article of way freight going West, etc. — (Continued).

OFFICES.	AGRICULTURE.											
	PRODUCT OF ANIMALS.			VEGETABLE FOOD.								
	Lard, tallow and lard oil.	Hides.	Flour.	Wheat.	Rye.	Corn.	Corn- meal.	Barley.	Barley malt.	Oats.	Bran and ship stuffs.	Apples.
Albany	1	.....	365	39	98	1,127	....	127	....	1,024	232	.....
West Troy . .	.....	.....	67	.....	241	88	....	614	166	179	.....	1
Syracuse . . .	8	.....	1	1,923	6	167	4	624	....	1	30	.....
Rochester . .	.....	.....	4	.....	504	.....	.....	.....	....	29	.....	1,238
Tonawanda . .	6	.....	.....	630	.....	.....	.....	.....	....	.....	.....	121
Waterford . .	.....	.....	66	.....	.....	.....	.....	.....	....	.....	.....	.....
Geneva . . . .	.....	.....	.....	.....	.....	.....	.....	.....	....	.....	.....	.....
Boonville . . .	.....	340	50	.....	.....	709	....	.....	....	164	107	28
Total	15	340	553	2,592	849	2,091	4	1,365	166	1,397	369	1,388

STATEMENT showing the total tons of each article of way freight going West, etc.--- (Continued).

OFFICES.		ALL OTHER AGRICULTURAL PRODUCTS.				MANUFACTURES.					
		Potatoes.	Unmanufactured tobacco.	Flax seed.	Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Castings and iron ware.
Albany.....	.....	.....	.....	.....	44	.....	4	.....	2,529	.....	151
West Troy.....	.....	.....	.....	.....	.....	188	3	1	6,487	210	1,257
Syracuse.....	.....	16	.....	.....	.....	.....	25	.....	.....	.....	163
Rochester.....	59	.....	.....	.....	.....	.....	.....	.....	134	.....	.....
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Waterford.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	.....
Geneva.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville.....	.....	.....	.....	.....	.....	.....	2	.....	.....	6	.....
Total	59	16	548	44	188	34	1	9,150	219	1,571	

STATEMENT showing the total tons of each article of way freight going West, etc. — (Continued).

OFFICES.	MANUFACTURES.		MERCHANDISE.							
	Domestic salt.	Foreign salt.	Sugar.	Molasses.	Coffee.	Nails, spikes and horse shoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	All other merchandise.
Albany.....	3	65	119	16	1	5	1,868	73	1	5,071
West Troy .....	.....	213	241	3	.....	59	939	99	136	10,809
Syracuse.....	26,568	.....	.....	.....	.....	7	229	10	165	8,765
Rochester	689	.....	.....	.....	.....	.....	.....	2	314	3,882
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	20	.....
Waterford.....	.....	144	13	.....	.....	.....	.....	.....	.....	1,480
Geneva.....	.....	.....	100	.....	.....	.....	.....	.....	.....	.....
Boonville.....	71	.....	.....	.....	.....	6	.....	.....	.....	657
Total	27,331	422	473	19	1	77	3,036	184	636	30,664

STATEMENT showing the total tons of each article of way freight going West, etc.— (Concluded).

OFFICES.	OTHER ARTICLES.									Total tons.
	Copper ore.	Stone, lime and clay.	Gypsum.	Rock and super-phosphates.	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	
Albany.....	....	15,490	....	2,462	27,541	426	15	....	55	66,061
West Troy.....	59	32,720	....	6,654	106,610	626	15	1,601	3,715	180,974
Syracuse.....	....	37,800	2,943	....	116,497	3,757	244	....	9,347	219,583
Rochester.....	....	56,689	....	....	57,047	....	....	....	147	123,850
Tonawanda.....	....	99,053	....	....	....	123	....	....	2,909	105,663
Waterford.....	....	601	....	....	3,202	137	....	....	....	5,931
Geneva.....	....	23,378	....	....	58,980	....	....	....	....	85,103
Boonville.....	....	975	....	....	2,600	....	....	....	13	5,951
Total.....	59	266,706	2,943	9,116	372,477	5,069	274	1,601	16,186	793,116

STATEMENT showing the total tons of each article of way freight going East and West, and the total tons of all articles of way freight going West during the season of 1887.

OFFICES.	Boats — Number of miles cleared.	THE FOREST — PRODUCT OF WOOD.					AGRICULTURE — PRODUCT OF ANIMALS.				
		Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, pot and pearl.	Pork.	Beef.	Cheese.	Butter.
Albany.....	59,777	6,829	.....	.....	.....	272	.....	6	2	.....	.....
West Troy.....	122,917	30,772	.....	741	.....	12,860	113	.....	.....	.....	.....
Syracuse.....	244,645	9,635	88	709	3,303	23,026	.....	35	11	10	1
Rochester.....	88,643	1,422	.....	1,503	710	2,618	443	.....	.....	.....	.....
Tonawanda.....	98,321	88,766	1,598	18,727	.....	1,065	.....	.....	.....	.....	.....
Buffalo.....	.....	33,852	1,048	.....	5,659	.....	.....	.....	.....	.....	.....
Waterford.....	96,741	183,151	.....	280	.....	27,286	.....	.....	.....	.....	.....
Whitehall.....	2,090	745	32	12,747	439	15,305	.....	.....	.....	.....	.....
Oswego.....	15,682	22,749	789	.....	360	56	.....	.....	.....	.....	.....
Geneva.....	90,520	7,065	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville.....	67,640	35,001	3	630	.....	12,687	.....	58	.....	.....	.....
Total.....	.....	419,988	3,558	35,337	10,471	95,175	556	99	13	10	1

STATEMENT showing the total tons of each article of way freight going East and West, etc. — (Continued).

OFFICES.	AGRICULTURE.										
	PRODUCT OF ANIMALS.		VEGETABLE FOOD.								
	Lard, tallow and lard oil.	Hides.	Flour.	Wheat.	Rye.	Corn.	Corn meal.	Barley.	Barley malt.	Oats.	Bran and shipstuffs.
Albany	1	.....	365	39	98	1,127	....	127	.....	1,024	232
West Troy.....	.....	.....	121	135	240	542	....	613	2,608	179	.....
Syracuse	16	.....	2,115	8,678	11	476	7	5,286	5,037	979	2,548
Rochester .....	.....	.....	7	6,410	504	232	....	4,122	180	29	31
Tonawanda	6	.....	.....	630	.....	.....	....	.....	.....	.....	.....
Buffalo .....	.....	.....	334	63,958	3,886	49,876	....	2,430	.....	5,030	272
Waterford.....	5	.....	204	.....	323	.....	....	.....	.....	.....	.....
Whitehall .....	.....	.....	.....	.....	.....	.....	....	.....	.....	.....	.....
Oswego .....	.....	.....	790	675	.....	2	....	5,795	.....	.....	103
Geneva.....	.....	.....	.....	6,180	655	.....	....	3,110	244	.....	.....
Boonville	9	340	50	.....	.....	709	....	.....	.....	164	107
Total.....	37	340	3,986	86,705	5,717	52,964	7	21,483	8,069	7,405	3,293

STATEMENT showing the total tons of each article of way freight going East and West, etc. — (Continued).

OFFICES.	AGRICULTURE.				MANUFACTURES.						
	VEGETABLE FOOD.		ALL OTHER AGRICULTURAL PRODUCTS.		Domestic spirits.	Oil meal and cake.	Leather.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.
	Apples.	Potatoes.	Unmanufactured tobacco.	Flax seed.							
Albany .....	.....	.....	.....	.....	44	.....	.....	4	.....	2,529	.....
West Troy	15	765	.....	722	1	1,245	.....	3	1	6,487	209
Syracuse	1,542	3,058	16	9	.....	.....	.....	43	.....	1,126	.....
Rochester	3,822	59	.....	.....	.....	.....	.....	.....	.....	134	.....
Tonawanda	153	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Waterford	41	12,437	.....	.....	.....	.....	.....	3	.....	359	1
Whitehall .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3
Oswego	100	.....	.....	.....	.....	.....	.....	2	.....	.....	.....
Geneva .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville	28	.....	.....	.....	.....	.....	630	3	.....	.....	6
Total	5,701	16,319	16	731	45	1,245	630	58	1	10,635	219

STATEMENT showing the total tons of *each article of way freight going East and West, etc.* — (Continued).

OFFICES.	MANUFACTURES.					MERCHANDISE.					All other merchan- dise.
	Castings and iron ware.	Domestic salt.	Foreign salt.	Sugar.	Molasses.	Coffee.	Nails, spikes and horse shoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	
Albany	151	3	65	119	16	1	5	1,868	73	1	5,071
West Troy	1,287	.....	213	241	3	.....	58	939	99	136	12,837
Syracuse	260	109,477	.....	.....	.....	.....	12	847	10	541	16,424
Rochester .....	.....	1,227	.....	.....	.....	.....	.....	.....	2	314	7,870
Tonawanda .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	26	.....
Buffalo	5	.....	.....	.....	.....	.....	.....	.....	.....	.....	11
Waterford .....	.....	.....	144	13	.....	.....	.....	.....	.....	.....	3,327
Whitehall .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Oswego .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15	68
Geneva .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville .....	.....	71	.....	100	.....	.....	6	.....	.....	.....	657
Total	1,703	110,778	422	473	19	1	81	3,154	184	1,033	46,265

STATEMENT showing the total tons of each article of way freight going East and West, etc. — (Concluded).

OFFICES.	OTHER ARTICLES.									Total tons.
	Copper ore.	Stone, lime and clay.	Gypsum.	Rock and super-phosphates.	Anthracite coal.	Bituminous coal.	Petro-leum.	Iron ore.	Sundries.	
Albany.....	15,490	.....	2,462	27,541	426	15	.....	55	66,061
West Troy.....	59	64,348	.....	7,017	107,326	625	15	1,729	29,155	284,444
Syracuse.....	69,884	3,823	4	272,821	4,409	342	10	16,425	562,549
Rochester.....	87,783	.....	.....	57,047	216	....	.....	243	176,928
Tonawanda.....	99,508	.....	.....	.....	128	....	.....	2,909	213,516
Buffalo.....	2,000	.....	4	.....	8,459	44	.....	831	178,059
Waterford.....	69,309	.....	.....	3,202	137	....	558	.....	300,423
Whitehall.....	5,350	.....	.....	.....	.....	....	.....	354	34,972
Oswego.....	400	.....	.....	4,984	.....	....	.....	.....	36,888
Geneva.....	32,817	.....	.....	137,751	6,076	....	.....	1,135	195,933
Boonville.....	3,075	.....	.....	2,600	.....	....	.....	132	57,066
Total.....	59	449,964	3,823	9,487	613,272	21,376	416	2,297	51,239	2,106,839

STATEMENT showing the total tons of each article of through freight and the total tons of all articles of through freight going East during the season of 1887.

OFFICES.	Boats — No. of miles cleared.	THE FOREST—PRODUCT OF WOOD.						AGRICULTURE — VEGETA- BLE FOOD.	
		Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes leached.	Wheat.	Rye.
Tonawanda	582,436	481,108	386	2,596	.....	.....	.....	850,194	.....
Buffalo	2,245,030	59,952	96	.....	.....	.....	.....	.....	726
Whitehall.....	201,972	210,806	.....	985	300	4,522	120	.....	.....
Oswego.....	113,176	88,686	137	.....	.....	.....	3,675	.....	716
Boonville	88,985	47,502	.....	4,650	.....	434	.....	.....	.....
Total.....	.....	888,054	619	8,231	300	4,956	3,795	850,194	1,442

STATEMENT showing the total tons of each article of through freight going East, etc. — (Continued).

OFFICES.	AGRICULTURE — VEGETABLE FOOD.						ALL OTHER AGRICULTURAL PRODUCTS.		MANUFACTURES.	
	Corn.	Barley.	Barley malt.	Oats.	Peas and beans.	Apples.	Potatoes.	Flax seed.	Oil meal and cake.	Furniture.
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo.....	388,193	12,787	4,314	27,877	187	.....	.....	35,950	3,970	.....
Whitehall.....	.....	2,171	.....	3	.....	726	5,228	.....	.....	.....
Oswego.....	.....	38,785	930	.....	237	.....	.....	.....	.....	.....
Boonville.....	.....	.....	.....	.....	.....	.....	2,191	.....	.....	1
Total	388,193	53,743	5,244	27,880	424	726	7,419	35,950	3,970	1

STATEMENT showing the total tons of each article of way freight going East, etc., — (Concluded).

OFFICES.	MANUFACTURES.		MERCHANDISE.			OTHER ARTICLES.					Total tons.
	Pig iron.	Bloom and bar iron.	Iron and steel.	Rail-road iron.	All oth'r merchandise.	Stone, lime and clay.	Rock and superphosph's.	Bituminous coal.	Iron ore.	Sundries.	
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	484,090
Buffalo.....	4,934	.....	.....	.....	.....	.....	3,832	247	.....	274	1,393,533
Whitehall.....	3,406	3,558	242	123	332	1,046	.....	.....	240,190	2,743	476,501
Oswego.....	.....	.....	.....	.....	5	.....	.....	.....	.....	.....	133,171
Boonville.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	54,781
Total.....	8,340	3,558	242	123	337	1,046	3,832	247	240,190	3,020	2,542,076

STATEMENT showing the total tons of each article of through freight and the total tons of all articles of through freight going West during the season of 1887.

OFFICES.	Boats. No. of miles cleared.	THE FOREST.				AGRICULTURE.				
		Fur and peltry.	PRODUCT OF WOOD.			Ashes, pot and pearl.	PRODUCT OF ANIMALS.		VEGETABLE FOOD.	
			Boards and scantling.	Shingl's	Timber.		Pork.	Lard, tallow and lard oil.		
Albany.....	332, 585	.....	1, 297	.....	.....	.....	.....	28	.....	.....
West Troy.....	2, 307, 409	10	948	.....	500	177	3	.....	46	19
Waterford	61, 946	.....	26	1	1, 360	.....	24	.....	13	1
Total.....	2, 701, 940	10	2, 271	1	1, 860	177	27	28	59	20

STATEMENT showing the total tons of each article of through freight going West, etc. — (Continued).

OFFICES.	AGRICULTURE — VEGE- TABLE FOOD.		ALL OTHER AGRICUL- TURAL PRODUCTS.		MANUFACTURES.					
	Potatoes.	Dried fruit.	Hemp.	Clover and grass seed.	Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.
Albany.....	.....	111	.....	.....	.....	.....	10	.....	6,295	3,127
West Troy.....	1	9,499	475	539	939	31	.....	325	38,773	13,754
Waterford.....	.....	.....	.....	.....	.....	.....	.....	.....	922	140
Total	1	9,610	475	539	939	31	10	325	45,990	17,021

STATEMENT showing the total tons of each article of through freight going West, etc. — (Continued).

OFFICES.	MANUFACTURES.				MERCHANDISE.					
	Castings and iron ware.	Domestic Cottons.	Domestic salt.	Foreign salt.	Sugar.	Molasses.	Coffee.	Nails, spikes and horse shoes.	Iron and steel.	Railroad iron.
Albany .....	.....	.....	128	1,160	1,180	868	184	.....	24,136	17,894
West Troy	466	30	2,290	7,812	8,346	5,018	1,503	457	135,244	2,138
Waterford	136	.....	.....	1,609	4,517	1,513	.....	724	637	1,033
Total	602	30	2,418	10,581	14,043	7,399	1,687	1,181	160,017	21,065

STATEMENT showing the total tons of each article of through freight going West, etc. — (Concluded).

OFFICES.	MERCHANDISE.		OTHER ARTICLES.								Total tons.
	Flint, enamel, crockery and glassware.	All other merchandise.	Copper ore.	Stone, lime and clay.	Rock and super-phosphates.	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	
Albany	251	21,331	...	19,634	1,158	9,963	.....	....	....	83	108,838
West Troy ..	967	91,683	21	103,168	6,165	126,735	8,969	113	153	1,485	568,802
Waterford ..	140	6,983	...	12,972	.....	89,562	5,281	....	....	.....	127,594
Total . . .	1,358	119,997	21	135,774	7,323	226,260	14,250	113	153	1,568	805,234

STATEMENT showing the total tons of each article of through freight and the total tons of all articles of through freight going East and West during the season of 1887.

OFFICES.	THE FOREST—PRODUCT OF WOOD.								
	Boats—num- ber of miles cleared.	Fur and peltry.	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, pot and pearl.	Ashes, leached.
Albany	332,585	....	1,297	.....	.....	.....	.....	.....	.....
West Troy	2,307,409	10	948	.....	500	.....	.....	177	.....
Tonawanda	582,436	....	481,108	386	2,596	.....	.....	.....	.....
Buffalo	2,245,030	....	59,952	96	.....	.....	.....	.....	.....
Waterford	61,946	....	26	1	1,360	.....	.....	.....	.....
Whitehall	201,972	....	210,806	.....	985	300	4,522	.....	120
Oswego	113,176	....	88,686	137	.....	.....	.....	.....	3,675
Boonville	88,985	....	47,502	.....	4,650	.....	434	.....	.....
Total .....	.....	10	890,325	620	10,091	300	4,956	177	3,795

STATEMENT showing the total tons of through freight going East and West—(Continued).

OFFICES.	AGRICULTURE.									
	PRODUCT OF ANIMALS.		VEGETABLE FOOD.							
	Pork.	Lard, tallow and lard oil.	Flour.	Wheat.	Rye.	Corn.	Barley.	Barley malt.	Oats.	Peas and beans.
Albany.....	.....	28	.....	.....	.....	.....	.....	.....	.....	.....
West Troy.....	3	.....	46	.....	.....	.....	.....	.....	19	.....
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo.....	.....	.....	.....	850, 194	726	388, 193	12, 787	4, 314	27, 877	187
Waterford.....	24	.....	13	.....	.....	.....	.....	.....	1	.....
Whitehall.....	.....	.....	.....	.....	.....	.....	2, 171	.....	3	.....
Oswego.....	.....	.....	.....	.....	716	.....	38, 785	930	.....	237
Boonville.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total.....	27	28	59	850, 194	1, 442	388, 193	53, 743	5, 244	27, 900	424

STATEMENT showing the total tons of through freight going East and West — (Continued).

OFFICES.	AGRICULTURE.						MANUFACTURES.				
	VEGETABLE FOOD.			ALL OTHER PRODUCTS.			Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.
	Apples.	Potatoes.	Dried fruit.	Hemp.	Clover & grass seed.	Flax seed.					
Albany .....	.....	.....	111	.....	.....	.....	.....	.....	10	.....	6,295
West Troy .....	.....	1	9,499	475	539	.....	939	31	.....	325	38,773
Tonawanda .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo .....	.....	.....	.....	.....	.....	35,950	.....	3,970	.....	.....	4,934
Waterford .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Whitehall	726	5,228	.....	.....	.....	.....	.....	.....	.....	.....	4,922
Oswego .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3,406
Boonville .....	.....	2,191	.....	.....	.....	.....	.....	.....	1	.....	.....
Total	726	7,420	9,610	475	539	35,950	939	4,001	11	325	54,330

STATEMENT showing the total tons of through freight going East and West—(Continued).

OFFICES.	MANUFACTURES.					MERCHANDISE.							Flint, enamel, crockery and glass ware.
	Bloom and bar iron.	Castings and iron ware.	Domestic cottons.	Domestic salt.	Foreign salt.	Sugar.	Molasses.	Coffee.	Nails, spikes and horse shoes.	Iron and steel.	Railroad iron.		
Albany	3,127	....	....	128	1,160	1,180	868	184	....	24,136	17,894	251
West Troy . .	13,754	466	30	2,290	7,812	8,346	5,018	1,503	457	135,244	2,138	967	
Tonawanda . .	.....	....	....	....	....	....	....	....	....	....	....	....
Buffalo . . . .	.....	....	....	....	....	....	....	....	....	....	....	....
Waterford . .	140	136	....	....	1,609	4,517	1,513	....	724	637	1,033	140
Whitehall . .	3,558	....	....	....	....	....	....	....	....	242	123	....
Oswego . . . .	.....	....	....	....	....	....	....	....	....	....	....	....
Boonville . .	.....	....	....	....	....	....	....	....	....	....	....	....
Total	20,579	602	30	2,418	10,581	14,043	7,399	1,687	1,181	160,259	21,188	1,358	

STATEMENT showing the total tons of through freight going East and West—(Concluded).

OFFICES.	All other merchan- dise.	OTHER ARTICLES.							Total tons.
		Copper ore.	Stone lime and clay.	Rock and superphos- phates.	Anthracite coal.	Bitumi- nous coal.	Petroleum.	Iron ore.	
Albany.....	21,331	...	19,634	1,158	9,963	...	...	...	108,838
West Troy.....	91,683	21	103,168	6,165	126,735	8,969	113	153	568,802
Tonawanda.....	...	...	...	...	...	...	...	...	484,090
Buffalo.....	...	...	...	3,832	...	247	...	...	1,393,533
Waterford.....	6,983	...	12,972	...	89,562	5,281	...	...	127,594
Whitehall.....	332	...	1,046	...	...	...	...	240,190	476,501
Oswego.....	5	...	...	...	...	...	...	...	133,171
Boonville.....	...	...	...	...	...	...	...	...	54,781
Total	120,334	21	136,820	11,155	226,260	14,497	113	240,343	3,347,310

STATEMENT showing total tons carried on all canals during the season of 1887, and total tons of each article carried on all the canals during season of 1887.

OFFICES.	Boats— Number of miles cleared.	Fur and Peltry.	THE FOREST.						
			PRODUCT OF WOOD.						
			Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, not and pearl.	Ashes, leached.
Albany	392,362	...	8,126	.....	.....	.....	272	.....	.....
West Troy	6,430,125	10	31,603	.....	1,241	.....	12,860	290	.....
Syracuse	244,645	...	9,635	88	709	3,303	23,026	.....	.....
Rochester	88,643	...	1,422	.....	1,503	710	2,618	.....	443
Tonawanda	608,757	...	569,874	1,984	17,058	.....	1,065	.....	.....
Buffalo	2,245,030	...	93,804	1,144	.....	5,659	.....	.....	.....
Waterford	156,714	...	183,177	1	1,640	.....	27,286	.....	.....
Whitehall	204,062	...	{ 211,551 23,093 }	32	13,732	739	19,827	.....	120
Oswego	128,858	...	111,435	926	.....	360	56	.....	3,675
Geneva	90,520	...	7,065	.....	.....	.....	.....	.....	.....
Boonville	156,625	...	82,503	3	5,280	.....	13,121	.....	.....
Agents: Brewster	.....	...	25	.....	.....	.....	.....	.....	.....
Russell . . . . .	.....	...	1,220	27	2,267	3,692	28,162	.....	.....
Total . . . . .	.....	10	1,334,533	4,205	43,430	14,463	118,293	290	4,238

STATEMENT showing total tons carried on all canals during the season of 1887— (Continued).

OFFICES.	AGRICULTURE — PRODUCT OF ANIMALS.						AGRICULTURE — VEGETABLE FOOD.					
	Pork.	Beef.	Cheese.	Butter.	Lard, tal- low and lard oil.	Hides.	Flour.	Wheat.	Rye.	Corn.	Corn meal.	Barley.
Albany.....	7	2	...	...	29	...	365	39	98	1,127	...	127
West Troy.....	3	...	...	...	...	...	166	135	240	541	...	613
Syracuse.....	35	11	10	1	16	...	2,115	8,678	11	476	7	5,286
Rochester.....	...	...	...	...	...	...	7	6,410	504	232	...	4,122
Tonawanda.....	...	...	...	...	6	...	...	630	...	...	...	...
Buffalo.....	...	...	...	...	...	...	334	914,152	4,612	438,069	...	15,217
Waterford.....	24	...	...	...	5	...	217	...	323	...	...	...
Whitehall.....	...	...	...	...	...	...	...	...	...	...	...	...
Oswego.....	...	...	...	...	...	...	790	675	716	2	...	2,171
Geneva.....	...	...	...	...	...	...	...	6,180	655	...	...	44,580
Boonville.....	58	...	...	...	9	340	50	...	...	...	...	3,110
Agents: Brewster.....	...	...	...	...	...	...	22	75	...	709	...	...
Russell.....	...	...	...	...	...	...	...	...	...	...	...	...
Total.....	127	13	10	1	65	340	4,066	936,974	7,159	441,156	7	75,226

STATEMENT showing total tons carried on all canals during the season of 1887—(Continued).

OFFICES.	AGRICULTURE—VEGETABLE FOOD.						ALL OTHER AGRICULTURAL PRODUCTS.				
	Barley malt.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.	Dried fruit.	Unmanufactured tobacco.	Hemp.	Clover and grass seed.	Flax seed.
Albany . . . . .	.....	1,024	232	.....	.....	.....	111	.....	.....	.....	.....
West Troy	2,518	198	.....	.....	15	766	949	.....	475	539	723
Syracuse	5,037	979	2,548	.....	1,542	3,058	.....	16	.....	.....	9
Rochester	180	29	31	.....	3,822	59	.....	.....	.....	.....	.....
Tonawanda . . . .	.....	.....	.....	.....	153	.....	.....	.....	.....	.....	.....
Buffalo	4,314	32,907	272	187	.....	.....	.....	.....	.....	.....	35,950
Waterford . . . .	.....	1	.....	.....	41	12,437	.....	.....	.....	.....	.....
Whitehall . . . .	.....	3	.....	.....	726	5,228	.....	.....	.....	.....	.....
Oswego	930	.....	103	237	100	.....	.....	.....	.....	.....	.....
Geneva	244	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville . . . .	.....	164	107	.....	28	2,191	.....	.....	.....	.....	.....
Ag'ts: Brewster . .	.....	.....	45	.....	.....	.....	.....	.....	.....	.....	.....
Russell . . . . .	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	13,203	35,305	3,338	424	6,427	23,739	1,060	16	475	539	36,672

STATEMENT showing total tons carried on all canals during the season of 1887 — (Continued).

OFFICES.	MANUFACTURES.										
	Domestic spirits.	Oil meal and cake.	Leather.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Castings and ironware.	Domestic cottons.	Domestic salt.	Foreign salt.
Albany	44	.....	.....	14	....	8,824	3,127	152	.....	131	1,225.
West Troy	943	1,276	.....	3	325	45,260	13,963	1,733	30	2,290	8,026
Syracuse .....	.....	.....	.....	43	....	1,126	.....	260	.....	109,477	.....
Rochester .....	.....	.....	.....	.....	.....	134	.....	.....	.....	1,227	.....
Tonawanda .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo .....	.....	3,970	.....	.....	.....	.....	.....	.....	.....	.....	.....
Waterford .....	.....	.....	.....	.....	.....	5,293	1	5	.....	.....	.....
Whitehall .....	.....	.....	.....	3	.....	922	143	136	.....	.....	1,753
Oswego .....	.....	.....	.....	2	.....	3,406	3,558	.....	.....	.....	.....
Geneva .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville .....	.....	.....	630	4	.....	.....	6	.....	.....	71	.....
Agents: Brewster ..	.....	.....	.....	.....	.....	.....	.....	25	.....	53	.....
Russell .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	987	5,246	630	69	325	64,965	20,798	2,311	30	113,249	11,004

STATEMENT showing total tons carried on all canals during the season of 1887—(Continued).

OFFICES.	MERCHANDISE.							OTHER ARTICLES.		
	Sugar.	Molasses.	Coffee.	Nails, spikes and horse shoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	All other merch'dise.	Copper ore.	Stone, lime and clay.
Albany	1,299	883	185	5	26,004	17,967	252	26,402	....	35,124
West Troy	8,586	5,021	1,503	516	136,178	2,237	1,103	104,520	79	167,516
Syracuse .....	.....	.....	.....	12	347	10	541	16,424	....	69,884
Rochester .....	.....	.....	.....	.....	.....	2	314	7,870	....	87,783
Tonawanda .....	.....	.....	.....	.....	.....	.....	26	.....	....	99,508
Buffalo .....	.....	.....	.....	.....	.....	.....	.....	11	....	2,000
Waterford	4,530	1,513	.....	724	637	1,033	140	10,310	....	82,281
Whitehall .....	.....	.....	.....	.....	242	123	.....	332	....	6,396
Oswego .....	.....	.....	.....	.....	.....	.....	15	73	....	400
Geneva.....	.....	.....	.....	.....	.....	.....	.....	.....	....	32,817
Boonville	100	.....	.....	6	.....	.....	.....	657	....	3,075
Agents: Brewster .....	.....	.....	.....	.....	.....	.....	.....	112	....	8,112
Russell .....	.....	.....	.....	.....	.....	.....	.....	50	....	6,281
Total	14,515	7,417	1,688	1,263	163,408	21,372	2,391	166,761	79	601,177

STATEMENT showing total tons carried on all canals during the season of 1887— (Concluded).

OFFICES.	OTHER ARTICLES.							Total tons.
	Gypsum.	Rock and super-phosphates.	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	
Albany.....	3,620	37,503	426	15	.....	138	174,899
West Troy.....	13,182	234,056	9,594	128	1,882	30,641	844,476
Syracuse.....	3,823	4	272,821	4,449	342	10	16,425	562,554
Rochester.....	57,047	216	.....	.....	243	176,928
Tonawanda.....	128	.....	.....	2,909	693,341
Buffalo.....	3,836	.....	8,706	44	.....	1,105	1,571,592
Waterford.....	92,764	5,418	.....	558	.....	428,017
Whitehall.....	240,190	3,097	534,566
Oswego.....	4,984	.....	.....	.....	.....	170,059
Geneva.....	137,751	6,976	.....	.....	1,135	195,933
Boonville.....	2,600	.....	.....	.....	135	111,847
Agents: Brewster.....	24,330	4,134	.....	.....	1,500	38,433
Russell.....	800	.....	.....	.....	4,565	47,364
Total.....	3,823	20,642	864,656	40,047	529	242,640	64,893	5,550,009

STATEMENT showing tons of property left at tide-water from the Erie canal during the season of 1887—(Continued).

OFFICES.	AGRICULTURE—VEGETABLE FOOD.		ALL OTHER AGRICULTURAL PRODUCTS.	MANUFACTURES.					
	Oats.	Potatoes.		Flax seed.	Oil meal and cake.	Leather.	Pig iron.	Bloom and bar iron.	Castings and iron-ware.	Domestic salt.
Albany	386	75	.....	.....	.....	.....	.....	.....	2,240
West Troy . . . . .	.....	.....	1,245	126	2	1,906	179	497	3,043
Total	386	75	1,245	126	2	1,906	179	497	5,283

STATEMENT showing tons of property left at tide-water from the Erie canal during the season of 1887 --- (Concluded).

OFFICES.	MERCHANDISE.				OTHER ARTICLES.					Total tons.
	Sugar.	Nails, spikes and horseshoes.	Iron and steel.	All other merchandise.	Stone, lime and clay.	Anthracite coal.	Bituminous coal.	Iron ore.	Sundries.	
Albany.....	.....	.....	.....	621	2,071	.....	.....	.....	183	355,014
West Troy.....	5	56	3	502	17,013	60,030	2	329	1,840	98,384
Total.....	5	56	3	1,123	19,084	60,030	2	329	2,023	453,398

Total tons of property left at tide-water from the Champlain canal during the season of 1887.

OFFICES.	THE FOREST—PRODUCT OF WOOD.				AGRICULTURE—PRODUCT OF ANIMALS.		
	Boards and scantling.	Timber.	Staves.	Wood.	Pork.	Lard, tallow and lard oil.	Wool.
Albany.....	114,564	.....	.....	4,959	.....	...	.....
West Troy.....	66,624	881	60	15,209	.....	.....	17
Waterford.....	8,097	4,394	.....	5,151	483	15	.....
Total.....	189,285	5,275	60	25,319	483	15	17

Total tons of property left at tide-water from Champlain canal during the season of 1887—(Continued).

OFFICES.	AGRICULTURE -- VEGETABLE FOOD.								
	Flour.	Rye.	Corn.	Barley.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.
Albany .....	.....	135	.....	.....	.....	.....	.....	.....	2
West Troy	79	5	.....	.....	.....	.....	1	14	201
Waterford	565	30	832	427	1,128	204	.....	6	3,186
Total	644	170	832	427	1,128	204	1	20	3,389

Total tons of property left at tide-water from the Champlain canal during the season of 1887 — (Continued).

OFFICES.	MANUFACTURES.					
	Furniture.	Pig iron.	Bloom and bar iron.	Castings and ironware.	Domestic salt.	Foreign salt.
Albany .....	.....	.....	.....	.....	.....	.....
West Troy	3	4,213	.....	54	.....	.....
Waterford	7	133	143	108	2	95
Total	10	4,346	143	162	2	95

Total tons of property left at tide-water from the Champlain canal during the season of 1887 — (Continued).

OFFICES.	MERCHANDISE.					
	Sugar.	Molasses.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint, enamel, crookery and glassware.
Albany .....	.....	.....	.....	47	.....	.....
West Troy .....	.....	.....	.....	68	.....	.....
Waterford	37	4	8	20	32	4,792
Total	37	4	8	135	32	4,792
						552

Total tons of property left at tide-water from the Champlain canal during the season of 1887 — (Concluded).

OFFICES.	OTHER ARTICLES.					Total tons.
	Stone, lime and clay.	Anthracite coal.	Bituminous coal.	Iron ore.	Sundries.	
Albany	2,945	.....	.....	289	663	123,704
West Troy	27,493	8,167	198	21,556	.....	145,295
Waterford	9,109	24,784	691	1,854	4	66,341
Total	39,547	32,951	889	23,699	667	335,340

Tons of property left at tide-water from all the canals, during the season of 1887.

OFFICES.	THE FOREST—PRODUCT OF WOOD.					AGRICULTURE—PRODUCT OF ANIMALS.			
	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, leached.	Pork.	Lard, tallow and lard oil.	Wool.
Albany.....	725, 147	5, 286	.....	.....	14, 695	1, 695	.....	.....	.....
West Troy.....	398, 409	2, 663	7, 402	232	30, 139	2, 969	.....	.....	19
Waterford	8, 097	.....	4, 394	.....	5, 151	.....	483	15	.....
Total.....	1, 131, 653	7, 949	11, 796	232	49, 985	4, 664	483	15	19

Tons of property left at tide-water from all the canals during the season of 1887 — (Continued).

AGRICULTURE — VEGETABLE FOOD.											
OFFICES.	Flour.	Wheat.	Rye.	Corn.	Barley.	Barley malt.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.
Albany . . . . .	....	202, 874	1, 002	81, 428	19, 668	3, 365	8, 099	....	....	583	953
West Troy ..	168	658, 475	736	293, 132	43, 002	9, 285	20, 319	....	424	3, 887	19, 503
Waterford ..	565	.....	30	832	427	.....	1, 128	204	.....	6	3, 186
Total . . .	733	861, 349	1, 768	375, 392	63, 097	12, 650	29, 546	204	424	4, 476	23, 642

Tons of property left at tide-water from all the canals, during the season of 1887 — (Continued).

OFFICES.	ALL OTHER AGRICULTURAL PRODUCTS.	MANUFACTURES.									
		Domestic spirits.	Oil meal and cake.	Leather	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic salt.	Foreign salt.
Albany	10,943	.....	1,647	....	.....	.....	1,315	.....	.....	9,860	.....
West Troy ..	27,425	610	3,340	2	8	237	12,636	2,125	52	20,246	.....
Waterford ..	.....	.....	.....	.....	7	.....	133	143	108	2	95.
Total ...	38,368	610	4,987	2	15	237	14,084	2,268	160	30,108	95

Tons of property left at tide-water from all the canals, during the season of 1887 -- (Continued).

OFFICES.	MERCHANDISE.					
	Sugar.	Molasses.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.
Albany.....	...	.....	.....	47	.....	.....
West Troy.....	5	.....	56	2,000	123	3,554
Waterford.....	37	4	8	20	32	11,032
Total	42	4	64	2,067	155	.....
						14,586

Tons of property left at tide-water, from all the canals, during the season of 1887 — (Concluded).

OFFICES.	OTHER ARTICLES.						Total tons.
	Stone, lime and clay.	Rock and super- phosphate.	Anthracite coal.	Bituminous coal.	Iron ore.	Sundries.	
Albany.....	5,687	.....	.....	.....	1,196	1,378	1,100,422
West Troy.....	87,905	1,640	69,802	447	234,662	27,043	1,992,160
Waterford.....	9,109	.....	24,784	691	1,854	4	66,341
Total.....	102,701	1,640	94,586	1,138	237,712	28,425	3,158,923

Property that went to New York from the Erie canal, without breaking bulk at Albany or West Troy.

OFFICES.	THE FOREST—PRODUCT OF WOOD.				
	Boards and scantling.	Shingles.	Timber.	Wood.	Ashes, leached.
Albany.....	149,140	80	.....	336	760
West Troy.....	76,141	.....	907	98	220
Total	225,281	80	907	434	980

Property that went to New York from the Erie canal, without breaking bulk at Albany or West Troy — (Continued).

AGRICULTURE—VEGETABLE FOOD.										
OFFICES.	Flour.	Wheat.	Rye.	Corn.	Barley.	Barley malt.	Oats.	Peas and beans	Apples.	Potatoes.
Albany .....	.....	200,691	.....	72,167	2,859	2,851	7,713	.....	583	465
West Troy	78	658,249	731	292,006	15,068	9,005	20,140	187	3,123	3,289
Total	78	858,940	731	364,173	17,927	11,856	27,853	187	3,706	3,754

Property that went to New York from the Erie canal, without breaking bulk at Albany or West Troy — (Continued).

OFFICES.	ALL OTHER AGRICULTURAL PRODUCTS.	MANUFACTURES.					
		Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.	Domestic salt.
Albany.....	Flax seed.	.....	1,647	.....	.....	1,315	7,620
West Troy.....		610	3,202	3	237	4,518	17,203
Total		610	4,849	3	237	5,833	24,823

Property that went to New York from the Erie canal, without breaking bulk at Albany or West Troy.—(Concluded).

OFFICES.	M'CHDISE.	OTHER ARTICLES.					Total tons.
		Stone, lime and clay.	Rock and super- phosphates.	Anthracite coal.	Bitumin- ous coal.	Sundries.	
Albany.....	2,828	249	.....	.....	.....	362	462,609
West Troy.....	7,028	4,829	648	615	247	16,661	1,160,726
Total	9,856	5,078	648	615	247	17,023	1,623,841

Property that went to New York from the Champlain canal, without breaking bulle at Albany, West Troy or Waterford.

OFFICES.	THE FOREST — PRODUCT OF WOOD.				AGRICULTURE — —PRODUCT OF ANIMALS.		AGRICULTURE — VEGETABLE FOOD.				
	Boards and scantling.	Timber.	Staves.	Wood.	Wool.	Rye.	Barley.	Oats.	Apples.	Potatoes.	
Albany.....	16,720	.....	....	678	.....	151	.....	..	....	135
West Troy.....	216,848	160	172	8,266	2	....	2,254	2	749	14,552
Waterford.....	1,844	2,934	....	.....	.....	....	.....	..	6	3,186
Total	235,412	3,094	172	8,944.	2	151	2,254	2	755	17,873	

Property that went to New York from the Champlain canal, without breaking bulk at Albany, West Troy or Waterford — (Concluded).

OFFICES.	MANUFACTURES.				MERCHANDISE.			OTHER ARTICLES.				Total tons.
	Oil meal and cake.	Furniture.	Pig iron.	Bloom and bar iron.	Iron and steel.	Railroad iron.	All other merchandise.	Stone, lime and clay.	Rock and super-phosphates.	Iron ore.	Sundries.	
Albany . . .	..	.... 2	.....	.....	.....	....	.....	422	.....	907	170	19,183
West Troy.	13	....	1,998	1,946	1,930	123	2,784	37,894	992	212,777	8,542	512,006
Waterford.	..	....	108	.....	.....	....	60	3,596	.....	1,854	.....	13,588
Total .	13	2	2,106	1,946	1,930	123	2,844	41,912	992	215,538	8,712	544,777

Total tons of property that went to New York from the Oswego canal during the season of 1887.

OFFICES.	THE FOREST — PRODUCT OF WOOD.			AGRICULTURE — VEGETABLE FOOD.				Total tons.
	Boards and scantling.	Shingles.	Ashes, leached.	Rye.	Barley.	Barley malt.	Peas and beans.	
Albany	26,739	93	935	716	8,732	514	.....	37,729
West Troy	6,318	.....	2,748	....	18,399	384	237	28,086
Total	33,057	93	3,683	716	27,131	898	237	65,815

Total tons that went to New York, from the Black River canal, during the season of 1887.

OFFICES.	THE FOREST—PRODUCT OF WOOD.		AGRICULTURE— VEGETABLE FOOD.	Total tons.
	Boards and scantling.	Timber.	Potatoes.	
Albany	1,437	.....	276	1,713
West Troy	9,594	3,690	1,460	14,744
Total	11,031	3,690	1,736	16,457

Property that went to New York from the Cayuga and Seneca canal during the season of 1887.

	Tons.
Boards and scantling	3
Wheat	226
Barley	710
Oats	175
Merchandise	265
Stone, lime and clay	675
Total	<u>2,054</u>

Property that went to New York from all canals during the season without breaking bulk.

OFFICES.	THE FOREST — PRODUCT OF WOOD.						AGRICULTURE, — PRODUCT OF ANIMALS.
	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, leached.	
Albany	194,036	173	.....	....	1,014	1,695	.....
West Troy	308,905	.....	4,756	172	8,363	2,969	..... 2
Waterford	1,844	.....	2,934	....	.....	.....	.....
Total	504,785	173	7,690	172	9,377	4,664	2

Property that went to New York from all canals during the season without breaking bulk — (Continued).

OFFICES.	AGRICULTURE — VEGETABLE FOOD.									
	Flour.	Wheat.	Rye.	Corn.	Barley.	Barley malt.	Oats.	Peas and beans.	Apples.	Potatoes.
Albany.....	....	200,691	867	72,167	11,591	3,365	7,713	....	583	876
West Troy.....	78	658,475	731	292,004	36,431	9,389	20,318	424	3,872	19,301
Waterford.....	..	.....	.....	.....	.....	.....	.....	.....	6	3,186
Total.....	78	859,165	1,598	364,171	48,022	12,754	28,032	424	4,461	23,363

Property that went to New York from all canals during the season without breaking bulk—(Continued):

OFFICES.	MANUFACTURES.							
	ALL OTHER AGRICULTURAL PRODUCTS.	Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Domestic salt.
Albany	Flax seed.	.....	1,647	.....	.....	1,315	.....	7,620
West Troy	10,943	610	3,215	5	237	6,516	1,946	17,203
Waterford.....	26,189	.....	.....	.....	.....	108	.....	.....
Total	37,132	610	4,862	5	237	7,939	1,946	24,823

Property that went to New York from all canals during the season without breaking bulk. --- (Concluded).

OFFICES.	MERCHANDISE.			OTHER ARTICLES.						Total tons.
	Iron and steel.	Railroad iron.	All other merchandise.	Stone, lime and clay.	Rock and super-phosphates.	Anthracite coal.	Bituminous coal.	Iron ore.	Sundries.	
Albany .....	.....	.....	2,828	671	.....	.....	.....	907	532	521,234
West Troy	1,930	123	10,077	43,398	1,640	615	247	212,777	25,203	1,718,121
Waterford .....	.....	.....	60	3,596	.....	.....	.....	1,854	.....	13,588
Total	1,930	123	12,965	47,665	1,640	615	247	215,538	25,735	2,252,943

Total tons of each article and total tons of all articles carried on the Erie canal during the season of 1887.

OFFICES.	Boats— Number of miles cleared.	THE FOREST.						AGRICULTURE— PRODUCT OF ANIMALS.		
		Fur and peltry.	PRODUCT OF WOOD.					Pork.	Beef.	Cheese.
			Boards and scantling.	Shingles.	Timber.	Staves.	Wood.			
Albany	382,763	...	4,981	.....	.....	.....	146	2	2	.....
West Troy	1,334,979	...	29,544	.....	.....	.....	10,956	...	...	.....
Syracuse	244,645	...	9,635	88	709	3,303	23,026	35	11	10
Rochester	88,643	...	1,422	.....	1,503	710	2,618	...	...	.....
Tonawanda	680,757	...	569,874	1,984	17,058	.....	1,065	...	...	.....
Buffalo	2,245,030	...	93,804	1,144	.....	5,659	.....	...	...	.....
Agent: Brewster .....	.....	...	25	.....	.....	.....	.....	...	...	.....
Total	4,976,808	10	709,285	3,216	19,270	9,672	37,811	37	13	10

Total tons of each article and total tons of all articles carried on the Erie canal during the season of 1887.— (Continued).

OFFICES.	AGRICULTURE — VEGETABLE FOOD.					ALL OTHER AGRICULTURAL PRODUCTS.				
	Oats.	Bran and shipstuffs.	Peas and beans.	Apples.	Potatoes.	Dried fruit.	Unmanufactured tobacco.	Hemp.	Clover and grass seed.	Flax seed.
Albany .....	.....	.....	.....	.....	.....	111	.....	.....	.....	.....
West Troy .....	.....	.....	.....	15	765	949	.....	473	539	723
Syracuse	979	2,548	.....	1,542	3,058	.....	.....	.....	.....	9
Rochester	29	31	.....	3,822	59	.....	.....	.....	.....	.....
Tonawanda .....	.....	.....	.....	153	.....	.....	.....	.....	.....	.....
Buffalo	32,907	272	187	.....	.....	.....	.....	.....	.....	35,950
Agent: Brewster. .	.....	45	.....	.....	.....	.....	.....	.....	.....	.....
Total	33,915	2,896	187	5,532	3,882	1,060	16	473	539	36,682

Total tons of each article and total tons of all articles carried on the Erie canal during the season of 1887 — (Continued).

OFFICES.	MANUFACTURES.									
	Domestic spirits.	Oil meal and cake.	Furniture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic cottons.	Domestic salt.	Foreign salt.
Albany	44	.....	.....	.....	8,690	3,127	149	.....	.....	1,225
West Troy	939	1,259	.....	325	39,263	13,697	1,376	30	.....	7,128
Syracuse .....	.....	.....	43	.....	1,126	.....	260	.....	109,477	.....
Rochester .....	.....	.....	.....	.....	134	.....	.....	.....	1,227	.....
Tonawanda .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo .....	.....	3,970	.....	.....	5,293	1	5	.....	.....	.....
Agent: Brewster .....	.....	.....	.....	.....	.....	.....	25	.....	53	.....
Total	983	5,229	43	325	54,506	16,825	1,815	30	110,457	8,353

Total tons of each article and total tons of all articles carried on the Erie canal during the season of 1887—(Continued).

OFFICES.	MERCHANDISE.							
	Sugar.	Molasses.	Coffee.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint, enamel, crockery and glassware.	All other merchandise.
Albany.....	1,270	875	184	1	25,775	17,967	252	25,485
West Troy.....	7,648	4,643	1,499	56	135,220	793	1,020	98,463
Syracuse.....	.....	.....	.....	12	347	10	541	16,424
Rochester.....	.....	.....	.....	.....	.....	2	314	7,870
Tonawanda.....	.....	.....	.....	.....	.....	.....	26	.....
Buffalo.....	.....	.....	.....	.....	.....	.....	.....	11
Agent: Brewster.....	.....	.....	.....	.....	.....	.....	.....	112
Total.....	8,918	5,518	1,683	69	161,342	18,772	2,153	148,365

Total tons of each article and total tons of all articles carried on the Erie canal during the season of 1887 — (Concluded).

OFFICES.	OTHER ARTICLES.									
	Copper ore.	Stone, lime and clay.	Gypsum.	Rock and super-phosphat's	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	Total tons.
Albany.....	.....	33, 879	.....	3, 620	34, 680	203	15	.....	133	162, 844
West Troy.....	79	152, 018	.....	13, 180	82, 415	2	17	1, 729	24, 230	634, 821
Syracuse.....	.....	69, 884	3, 823	4	272, 821	4, 409	342	10	16, 425	562, 554
Rochester.....	.....	87, 783	.....	.....	57, 047	216	.....	.....	243	176, 928
Tonawanda.....	.....	99, 508	.....	.....	.....	128	.....	.....	2, 909	693, 346
Buffalo.....	.....	2, 000	.....	3, 836	.....	8, 706	44	.....	1, 105	1, 571, 592
Agent: Brewster.....	.....	8, 112	.....	.....	24, 330	4, 134	.....	.....	1, 500	38, 433
Total.....	79	453, 184	3, 823	20, 640	471, 293	17, 798	418	1, 739	46, 545	3, 840, 513

Total tons of each article and total tons of all articles carried on the Champlain canal during the season of 1887.

OFFICES.	Boats, No. of miles cleared.	THE FOREST—PRODUCT OF WOOD.						AGRICULTURE—PRO- DUCT OF ANIMALS.	
		Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, leached.	Pork.	Lard, tallow and lard oil.
Albany	8,915	2,832	.....	.....	.....	126	.....	5	1
West Troy	95,149	2,059	.....	1,241	.....	1,904	.....	3	.....
Waterford	156,714	183,177	1	1,640	.....	27,286	.....	24	5
Whitehall	204,062	211,551	32	13,732	739	19,827	120	.....	.....
Agent: Russell .....	.....	1,220	27	2,267	3,992	28,162	.....	.....	.....
Total	464,840	400,839	60	18,880	4,731	94,441	120	32	6

Total tons of each article and total tons of all articles carried on the Champlain canal during the season of 1887—(Continued).

OFFICES.	AGRICULTURE—VEGETABLE FOOD.									
	Flour.	Wheat.	Rye.	Corn.	Barley.	Oats.	Bran and ship stuffs.	Apples.	Potatoes.	Dried fruit.
Albany	365	39	98	1,127	127	1,024	232	.....	.....	.....
West Troy	102	.....	.....	88	495	199	.....	1	1	1
Waterford	217	.....	323	.....	.....	1	.....	41	12,437	.....
Whitehall .....	.....	.....	.....	.....	2,171	3	.....	726	5,228	.....
Agent: Russell .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	684	39	421	1,215	2,793	1,227	232	768	17,666	1

Total tons of each article and total tons of all articles carried on the Champlain canal during the season of 1887—(Continued).

OFFICES.	ALL OTHER AGRICULTURAL PRODUCTS.		MANUFACTURES.								
	Hemp.	Domes- tic spirits.	Oil meal and cake.	Furni- ture.	Bar and pig lead.	Pig iron.	Bloom and bar iron.	Castings and iron ware.	Domestic salt.	Foreign salt.	
Albany.....	.....	.....	.....	4	.....	134	.....	3	131	.....
West Troy.....	2	4	17	3	1	5,997	266	357	2,290	898	
Waterford.....	.....	.....	.....	.....	.....	922	143	.....	.....	.....
Whitehall.....	.....	.....	.....	3	.....	3,406	3,558	136	.....	1,753
Agent: Russell.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total.....	2	4	17	10	1	10,459	3,967	496	2,421	2,651	

Total tons of each article and total tons of all articles carried on the Champlain canal during the season of 1887 — (Continued).

OFFICES.	MERCHANDISE.						
	Sugar.	Molasses.	Coffee.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint, enamel-crockery and glassware.
Albany	29	8	1	4	229	.....	628
West Troy	938	378	4	460	958	1,443	6,057
Waterford	4,530	1,513	.....	724	637	1,033	10,310
Whitehall .....	.....	.....	.....	.....	242	123	332
Agent: Russell .....	.....	.....	.....	.....	.....	.....	50
Total	5,497	1,899	5	1,188	2,066	2,599	17,377

Total tons of each article and total tons of all articles carried on the Champlain canal during the season of 1887 — (Concluded).

OFFICES.	OTHER ARTICLES.							Total tons.
	Stone, lime and clay.	Rock and superphos- phates.	Anthracite coal.	Bitumi- nous coal.	Petro- leum.	Iron ore	Sundries.	
Albany	156	.....	2,203	223	...	.....	5	9,734
West Troy	15,498	2	151,641	9,592	109	153	6,410	209,654
Waterford	82,281	..	92,764	5,418	...	558	.....	428,017
Whitehall	6,396	.....	.....	.....	...	240,190	3,097	534,566
Agent: Russell	6,281	.....	800	.....	...	.....	4,565	47,364
Total	110,612	2	247,408	15,233	109	240,901	14,077	1,229,335

Total tons of all articles left at and between all offices on the canal during the season of 1887.

OFFICES.	THE FOREST—PRODUCT OF WOOD.						AGRICULTURE—PRODUCT OF ANIMALS.			
	Boards and scantling.	Shingles.	Timber.	Staves.	Wood.	Ashes, pot and pearl.	Ashes, leached.	Pork.	Beef.	Cheese.
Albany	725,147	661	.....	.....	14,695	.....	1,695	.....	.....	.....
West Troy	398,409	2,663	7,402	232	30,139	.....	2,969	.....	.....	.....
Syracuse	106,452	2,710	607	4,359	17,517	.....	.....	29	9	5
Rochester	36,483	62	1,172	5,314	3,836	921	.....	.....	.....	.....
Tonawanda .....	.....	.....	.....	.....	252	.....	.....	1	1	.....
Buffalo	62,699	.....	11,701	.....	.....	.....	.....	.....	.....	.....
Waterford	8,097	.....	4,394	.....	5,151	.....	.....	483	.....	.....
Whitehall	288	.....	1,720	.....	.....	.....	.....	18	.....	.....
Oswego	7,050	75	20	.....	.....	.....	.....	.....	.....	.....
Geneva	1,845	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville	270	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	1,346,740	6,171	27,016	9,905	71,590	921	4,664	531	10	5

Total tons of all articles left at and between all offices on the canal during the season of 1887 — (Continued).

OFFICES.	AGRICULTURE—PRODUCT OF ANIMALS.				AGRICULTURE—VEGETABLE FOOD.				
	Butter.	Lard, tallow and lard oil.	Wool.	Flour.	Wheat.	Rye.	Corn.	Corn meal.	Barley.
Albany	1	9	19	168	202,874	1,002	81,428	19,668	19,668
West Troy				2,574	658,475	736	293,132	43,002	43,002
Syracuse				7	19,085	1,709	56,061	6	5,433
Rochester				217	33,782	218	55		5,714
Tonawanda				21					
Buffalo				565		30	832		10
Waterford				83					427
Whitehall					4,738		6,720	3	
Oswego									
Geneva									2,300
Boonville				137			139		
Total	1	24	19	3,772	918,954	3,695	438,367	9	76,554

Total tons of all articles left at and between all offices on the canal during the season of 1887—(Continued).

OFFICES.	AGRICULTURE—VEGETABLE FOOD.						ALL OTHER AGRICULTURAL PRODUCTS.		
	Barley malt.	Oats.	Bran and ship stuffs.	Peas and beans.	Apples.	Potatoes.	Dried fruit.	Unmanufactured tobacco.	Flax seed.
Albany.....	3,365	8,099	.....	.....	583	953	.....	.....	10,943
West Troy.....	9,285	20,319	.....	424	3,887	19,503	.....	.....	27,435
Syracuse.....	.....	3,655	2,190	.....	104	.....	.....	6	.....
Rochester.....	.....	29	797	.....	434	9	.....	.....	.....
Tonawanda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Buffalo.....	.....	.....	.....	11	208	44	347	.....	.....
Waterford.....	.....	1,128	204	.....	6	3,186	.....	.....	.....
Whitehall.....	.....	19	.....	.....	.....	.....	.....	.....	.....
Oswego.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Geneva.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville.....	.....	56	332	.....	74	.....	.....	.....	.....
Total.....	12,650	33,305	3,523	435	5,296	23,695	347	6	38,378

Total tons of all articles left at and between all offices on the canal during the season of 1887 — (Continued).

OFFICES.	MERCHANDISE.							
	Sugar.	Molasses.	Coffee.	Nails, spikes and horseshoes.	Iron and steel.	Railroad iron.	Flint enamel, crockery and glassware.	All other merchan- dise.
Albany.....	.....	.....	.....	.....	47	.....	.....	3,554
West Troy.....	5	.....	.....	56	2,000	123	.....	11,032
Syracuse.....	10	.....	.....	12	1,564	11	414	12,537
Rochester.....	122	2	.....	.....	114	7	119	9,510
Tonawanda.....	18	.....	.....	.....	.....	.....	51	414
Buffalo.....	9,085	5,467	1,455	.....	67,232	.....	1,392	44,397
Waterford.....	37	4	.....	8	20	32	4,792	.....
Whitehall.....	5,168	2,250	4	1,538	1,058	2,936	.....	7,728
Oswego.....	.....	.....	.....	.....	9	.....	28	2,054
Geneva.....	.....	.....	.....	.....	.....	.....	.....	.....
Boonville.....	.....	.....	.....	.....	.....	.....	.....	44
Total.....	14,445	7,723	1,459	1,614	72,044	3,109	6,796	91,270

Total tons of all articles left at and between all offices on the canal during the season of 1887 — (Concluded).

OFFICES.	OTHER ARTICLES.								Total tons.
	Stone, lime and clay.	Gypsum.	Rock and superphosphates.	Anthracite coal.	Bituminous coal.	Petroleum.	Iron ore.	Sundries.	
Albany.....	5,687	.....	.....	.....	.....	.....	1,196	1,378	1,095,797
West Troy.....	87,905	.....	1,640	69,802	447	.....	234,662	27,443	1,992,570
Syracuse.....	75,010	2,013	7,249	289,126	5,932	244	738	19,102	696,145
Rochester.....	71,374	103	.....	47,114	643	.....	.....	3,393	222,990
Tonawanda.....	8,250	.....	.....	.....	.....	.....	.....	1,168	10,372
Buffalo.....	196,951	.....	19,358	59,438	.....	.....	.....	63,537	659,717
Waterford.....	9,109	.....	.....	24,784	691	.....	1,854	4	66,341
Whitehall.....	17,752	155	.....	206,625	8,815	5	.....	1,170	263,204
Oswego.....	8,311	401	.....	8,620	.....	119	.....	.....	38,880
Geneva.....	7,770	.....	1,366	.....	.....	.....	.....	1,438	14,861
Boonville.....	1,315	.....	.....	381	.....	.....	.....	.....	3,704
Total.....	489,434	2,672	29,613	705,890	16,528	368	238,450	118,633	5,067,581

Statement showing the total quantity in tons (2,000 lbs.) of all articles cleared on the canal at Buffalo during the season of 1887.

	Tons.
Boards and scantling	93,804
Shingles	1,144
Flour	334
Petroleum	44
Wheat	914,152
Corn	438,069
Rye	4,612
Oats	32,907
Barley	15,217
Barley malt	4,314
Peas and beans	187
Staves	5,659
Bran and ship stuffs	272
Flaxseed	35,950
Oil meal and cake	3,970
Pig iron	5,293
Castings and ironware	5
Stone, lime and clay	2,000
Bituminous coal	8,706
Sundries	1,105
Bloom and bar iron	1
Phosphate	3,836
All other merchandise	11
Total ..	<u>1,571,592</u>

Value of all the property cleared on the canal at Buffalo during the season of 1887.

Boards and scantling	\$11,013,093
Shingles	32,021
Flour	14,706
Petroleum	488
Wheat	25,900,986
Corn	8,604,918
Rye	82,363
Oats	740,415
Barley	538,940
Barley malt	228,369
Peas and beans	14,935

Staves	5,110
Bran and ship stuffs.....	4,760
Flax seed	1,437,989
Oil meal and cake	95,282
Pig iron.....	111,153
Castings and ironware.....	460
Stone, lime and clay.....	15,000
Bituminous coal.....	21,765
Sundries.....	220,924
Bloom and bar iron.....	50
Phosphate.....	95,900
Merchandise	2,200
Total	\$39,191,827

Total tons of property left at Buffalo from the canal during the season of 1887.

	Tons.
Boards and scantling	62,699
Timber	11,701
Pig iron	83,906
Bloom and bar iron.....	13,411
Castings and ironware	1,910
Domestic salt.....	8,637
Foreign salt.....	8,500
Sugar	9,085
Molasses	5,467
Coffee	1,455
Railroad iron.....	67,232
Crockery and glassware	1,392
Flour	21
All other merchandise	44,397
Stone, lime and clay.....	196,951
Phosphate.....	19,358
Anthracite coal	59,438
Sundries	63,537
Apples.....	208
Dried fruit	347
Potatoes	44
Barley	10
Peas and beans.....	11
Total	659,717

Value of all the property left at Buffalo from the canal during the season of 1887.

Boards and scantling.....	\$18,810
Timber.....	4,212
Pig iron.....	1,762,026
Bloom and bar iron.....	670,547
Castings and ironware.....	191,039
Domestic salt.....	30,230
Foreign salt.....	34,000
Sugar.....	1,090,215
Molasses.....	164,016
Coffee.....	582,106
Railroad iron.....	1,479,104
Crockery and glassware.....	695,910
Flour.....	950
Merchandise.....	8,879,434
Stone, lime and clay.....	1,477,133
Phosphate.....	483,950
Anthracite coal.....	297,190
Sundries.....	12,707,395
Apples.....	5,556
Dried fruit.....	41,637
Potatoes.....	1,088
Barley.....	340
Peas and beans.....	840
Total.....	<u>\$30,617,728</u>

Total tons of property cleared on the Oswego canal during the season of 1887.

	Tons.
Boards and scantling.....	111,435
Shingles.....	926
Staves and heading.....	360
Wood.....	56
Ashes (leached).....	3,675
Flour.....	790
Wheat.....	675
Rye.....	716
Corn.....	2
Barley.....	44,580
Barley malt.....	930
Bran and ship stuffs.....	103

	Tons.
Peas and beans.....	237
Apples.....	100
Furniture.....	2
Flint enamel, etc.....	15
All other merchandise.....	73
Stone, lime and clay.....	400
Anthracite coal.....	4,984
Sundries.....	6,118
Total.....	<u>176,177</u>

Value of all the property cleared at Oswego during the season of 1887.

Boards and scantling.....	\$1,337,226
Shingles.....	22,781
Staves.....	3,596
Wood.....	120
Ashes (leached).....	12,249
Flour.....	40,222
Wheat.....	19,134
Rye.....	15,344
Corn.....	25
Barley.....	1,671,731
Barley malt.....	54,664
Bran and ship stuffs.....	2,060
Peas and beans.....	5,534
Apples.....	1,667
Furniture.....	300
Flint, etc.....	900
All other merchandise.....	14,640
Stone, lime and clay.....	1,400
Anthracite coal.....	22,428
Total.....	<u>\$3,226,021</u>

Total tons of property left at Oswego from the canal during the season of 1887.

	Tons.
Boards and scantling	7,050
Shingles.....	75
Timber.....	20
Wheat.....	4,738
Corn.....	6,720
Corn meal.....	3
Furniture.....	6
Domestic salt.....	726
Iron and steel.....	9
Flint, etc.....	28
All other merchandise.....	2,054
Stone, lime and clay.....	8,311
Gypsum.....	401
Anthracite coal.....	8,620
Petroleum.....	119
Total.....	38,880

Value of all the property left at Oswego from the canal during the season of 1887.

Boards and scantling	\$84,602
Shingles.....	1,794
Timber.....	264
Wheat.....	134,236
Corn.....	112,000
Corn meal.....	62
Furniture.....	1,200
Domestic salt.....	5,808
Iron and steel.....	540
Flint, enamel, etc.....	1,674
All other merchandise.....	410,835
Stone, lime and clay.....	29,088
Gypsum.....	1,403
Anthracite coal.....	38,790
Petroleum.....	2,975
Total.....	\$825,271

Total tons of property carried upon the Black River canal during season of 1887.

	Tons.
Boards and scantling	82,503
Shingles	3
Timber	5,280
Wood	13,121
Pork	58
Lard, tallow and lard oil	9
Hides	340
Flour	50
Corn	709
Oats	164
Bran and shipstuffs	107
Apples	28
Potatoes	2,191
Leather	630
Furniture	4
Bloom iron	6
Domestic salt	71
Sugar	100
Nails, spikes and horseshoes	6
All other merchandise	657
Stone, lime and clay	3,075
Anthracite coal	2,600
Sundries	135
Total	111,847

Total tons of property carried upon the Cayuga and Seneca canal during the season of 1887.

	Tons.
Boards and scantling	7,065
Wheat	6,180
Rye	655
Barley	3,110
Barley malt	244
Stone, lime and clay	32,817
Anthracite coal	137,751
Bituminous coal	6,976
Sundries	1,135
Total	195,933

Total tons of property cleared at Whitehall during the season of 1887.

	Tons.
Boards and scantling	234,644
Shingles	32
Timber	13,732
Staves	739
Wood	19,327
Ashes, leached	120
Barley	2,171
Oats	3
Apples	726
Potatoes	5,228
Pig iron	3,406
Bloom and bar iron	3,558
Iron and steel	242
Railroad iron	123
All other merchandise	332
Stone, lime and clay	6,396
Iron ore	240,190
Sundries	3,097
Total	<u>534,566</u>

Value of all the property cleared at Whitehall during the season.

Boards and scantling	\$2,111,792
Shingles	774
Timber	48,072
Staves	14,779
Wood	28,324
Ashes (leached)	800
Barley	6,327
Oats	80
Apples	29,025
Potatoes	104,552
Pig iron	68,118
Bloom iron	106,736
Iron and steel	12,124
Railroad iron	4,928
All other merchandise	13,296
Stone, lime and clay	63,962
Iron ore	720,570
Sundries	61,954
Total	<u>\$3,396,213</u>

*Total tons of property left at Whitehall from the canal during the season
of 1887.*

	Tons.
Boards and scantling	288
Timber.....	1,720
Pork	18
Flour.....	83
Oats.....	19
Pig iron.....	3,377
Castings and ironware	339
Domestic salt.....	2,854
Foreign salt.....	2,302
Sugar.....	5,168
Molasses.....	2,250
Coffee	4
Nails, spikes, etc	1,538
Iron and steel.....	1,058
Railroad iron.....	2,936
All other merchandise.....	7,728
Stone, lime and clay.....	17,752
Gypsum.....	155
Anthracite coal.....	206,625
Bituminous coal.....	8,815
Petroleum	5
Sundries.....	1,170
Total	266,204

Value of all the property left at Whitehall during the season of 1887.

Boards and scantling.....	\$2,877
Timber.....	6,020
Pork.....	3,060
Flour.....	1,098
Oats.....	480
Pig iron.....	67,536
Castings and ironware.....	33,871
Domestic salt.....	28,542
Foreign salt.....	46,033
Sugar.....	620,217
Molasses.....	225,010
Coffee.....	2,000
Nails, spikes and horseshoes.....	92,267
Iron and steel.....	52,907
Railroad iron.....	117,384
All other merchandise.....	309,101
Stone, lime and clay.....	177,521
Gypsum.....	3,010
Anthracite coal.....	1,033,124
Bituminous coal.....	35,258
Petroleum.....	603
Sundries.....	23,390
Total.....	<u>\$2,282,119</u>

STATEMENT showing the total quantity of shipments of each article left from the canal at Whitehall from the opening to the end of the season of 1887, going to Vermont and Canada.

ARTICLES.	Description.	QUANTITY LEFT.		
		Going to Canada.	Going to New York.	Going to Vermont.
THE FOREST.				
<i>Product of Wood:</i>				
Boards and scantling	Feet. ....	.....	191,771	.....
Timber	Cubic feet..	.....	86,000	.....
AGRICULTURE.				
<i>Product of Animals:</i>				
Pork	Barrels	.....	.....	180
<i>Vegetable Food:</i>				
Flour	Barrels	.....	424	.....
Oats	Bushels	.....	1,200	.....
MANUFACTURES.				
Pig iron	Pounds	.....	.....	6,753,600
Castings and ironware	Pounds	.....	2,000	675,421
Domestic salt	Pounds	.....	17,800	5,690,590
Foreign salt	Pounds	2,000	986,720	3,614,533

STATEMENT showing the total quantity of shipments of each article left from the canal at Whitehall from the opening to the end of the season of 1887, going to Vermont and Canada — (Concluded).

ARTICLES.		QUANTITY LEFT.		
Description.	Going to Canada.	Going to New York.	Going to Vermont.	
MERCHANTISE.				
Sugar	Pounds	8 508,452	.....	1,828,500
Molasses	Pounds	3,892,440	58,750	549,000
Nails, spikes and horseshoes	Pounds . . . . .	.....	599,500	2,476,080
Iron and steel	Pounds	560,080	379,732	1,176,485
Railroad iron	Pounds . . . . .	.....	.....	5,869,223
All other merchandise	Pounds	10,331,104	1,116,226	4,007,723
Coffee	Pounds . . . . .	.....	.....	8,000
OTHER ARTICLES.				
Stone, lime and clay	Pounds	25,480,656	2,514,540	7,509,060
Gypsum	Pounds	309,953	.....	.....
Anthracite coal	Pounds	150,228,778	123,192,306	139,808,412
Bituminous coal	Pounds	3,198,480	1,509,904	6,920,728
Petroleum or earth oil, crude and refined	Barrels . . . . .	.....	120	161
Sundries	Pounds	1,734,988	371,400	232,655

STATEMENT showing the total quantity of shipments of each article first cleared on the canal at Whitehall, from the 7th of May to the 1st of December, 1887, coming from Vermont and Canada.

ARTICLES.		CLEARED.		
	Description.	Coming from Canada.	Coming from New York.	Coming from Vermont.
THE FOREST.				
<i>Product of wood:</i>				
Boards and scantling.	Feet.	106,712,597	27,441,851	6,631,706
Shingles	M		258	
Timber	Cubic feet.		686,748	
Staves	Pounds		877,880	600,000
Wood	Cords		7,081	
Ashes, leached	Bushels.		4,000	
AGRICULTURE.				
<i>Vegetable Food:</i>				
Barley.	Bushels.	90,467		
Oats.	Bushels.		200	
Apples	Barrels		370	9,305
Potatoes	Bushels.		174,254	
MANUFACTURES.				
Pig iron	Pounds		6,811,840	
Bloom and bar iron	Pounds		7,115,760	

STATEMENT showing the quantity of shipments of each article first cleared on the canal, at Whitehall, from the 7th of May to the 1st of December, 1887, coming from Vermont and Canada — (Concluded).

ARTICLES.		CLEARED.		
	Description.	Coming from Canada.	Coming from New York.	Coming from Vermont.
MERCHANDISE.				
Iron and steel	Pounds . . . . .	.....	.....	484,960
Railroad iron	Pounds . . . . .	.....	.....	246,400
All other merchandise	Pounds . . . . .	.....	81,000	583,800
OTHER ARTICLES.				
Stone, lime and clay	Pounds . . . . .	.....	11,117,400	1,675,000
Iron ore	Pounds . . . . .	.....	480,379,780	.....
Sundries	Pounds	3,216,300	2,364,500	614,640

*Value of all the property and value of each article that went to New York
during the season of 1887.*

Boards and scantling.....	\$6,658,743
Shingles	5,536
Timber	72,663
Staves	6,880
Wood	16,745
Ashes, leached	18,657
Wool	169
Flour.....	3,625
Wheat.....	28,638,867
Rye	37,097
Corn	8,193,894
Barley.....	1,600,791
Barley malt	690,223
Oats.....	700,801
Peas and beans.....	31,788
Apples	16,331
Potatoes	354,005
Flax seed.....	2,227,956
Domestic spirits.....	198,552
Oil meal and cake.....	291,695
Furniture.....	1,860
Bar and pig lead.....	17,072
Pig iron.....	158,773
Bloom and bar iron	97,303
Domestic salt.....	148,937
Iron and steel	231,636
Railroad iron.....	7,392
Other merchandise.....	5,180,140
Stone, lime and clay.....	476,655
Rock and superphosphate.....	32,804
Anthracite coal	2,460
Bituminous coal	1,480
Iron ore	865,856
Sundries	3,088,211
Total.....	<u>\$60,075,597</u>

Statement showing the value of each article and the value of all articles carried upon the canals during the season of 1887.

Fur and peltry	\$10,290
Boards and scantling	14,825,033
Shingles	113,350
Timber	250,718
Staves	139,681
Wood	177,344
Ashes, pot and pearl	36,202
Ashes, leached	13,049
Pork	11,212
Beef	846
Cheese	1,668
Butter	525
Lard, tallow and lard oil	9,595
Hides	135,851
Flour	199,898
Wheat	26,520,581
Rye	127,107
Corn	8,671,822
Corn meal	160
Barley	2,631,105
Barley malt	692,827
Oats	798,541
Bran and ship stuff	69,907
Peas and beans	20,469
Apples	106,972
Potatoes	552,798
Dried fruit	424,464
Unmanufactured tobacco	4,000
Hemp	95,018
Clover and grass seed	172,585
Flax seed	1,481,733
Domestic spirits	321,043
Oil, meal and cake	171,883
Leather	264,789
Furniture	11,905
Bar and pig lead	24,118
Pig iron	1,304,643
Bloom and bar iron	967,464
Castings and iron ware	425,127
Domestic cottons	11,979

Domestic salt	\$1,122,137
Foreign salt	183,090
Sugar	1,956,077
Molasses	711,637
Coffee	675,288
Nails, spikes and horseshoes	86,341
Iron and steel	19,556,988
Railroad iron	1,279,488
Flint, enamel, crockery and glassware	646,135
All other merchandise	57,252,410
Copper ore	19,162
Stone, lime and clay	3,889,542
Gypsum	57,352
Rock and superphosphate	432,038
Anthracite coal	3,593,717
Bituminous coal	156,702
Petroleum	11,106
Iron ore	731,481
Sundries	5,086,984
Total	<u><u>\$159,245,977</u></u>

ANNUAL STATEMENT of lake and canal rates for 1887.

DATE.	LUMBER.		WHEAT.		CORN.	
	Canal rates per 1,000 feet.		Lake rates per bushel.	Canal rates per bushel.	Lake rates per bushel.	Canal rates per bushel.
May 31.....	From Buffalo to Albany.....\$2 00	From Buffalo to New York,\$2 50	From Chicago to Buffalo... 3.6	From Buffalo to New York 4.8	From Chicago to Buffalo... 3.3	From Buffalo to New York, 4.5
June 30.....	From Buffalo to Albany..... 1 75	From Buffalo to New York, 2 25	From Chicago to Buffalo... 4.9	From Buffalo to New York 4.5	From Chicago to Buffalo... 4.5	From Buffalo to New York, 4.0
July 31.....	From Buffalo to Albany..... 1 50	From Buffalo to New York, 2 00	From Chicago to Buffalo... 3.8	From Buffalo to New York 3.8	From Chicago to Buffalo... 3.6	From Buffalo to New York, 3.5
August 31.....	From Buffalo to Albany..... 1 50	From Buffalo to New York, 2 00	From Chicago to Buffalo... 3.3	From Buffalo to New York 3.9	From Chicago to Buffalo... 3.4	From Buffalo to New York, 3.6
September 30..	From Buffalo to Albany..... 1 75	From Buffalo to New York, 2 25	From Chicago to Buffalo... 4.1	From Buffalo to New York 4.0	From Chicago to Buffalo... 3.8	From Buffalo to New York, 3.8
October 31.....	From Buffalo to Albany..... 1 75	From Buffalo to New York, 2 25	From Chicago to Buffalo... 4.6	From Buffalo to New York 4.6	From Chicago to Buffalo... 4.2	From Buffalo to New York, 3.9
November 30...	From Buffalo to Albany..... 1 75	From Buffalo to New York, 2 25	From Chicago to Buffalo... 3.9	From Buffalo to New York 5.5	From Chicago to Buffalo... 3.6	From Buffalo to New York, 5.0

The following statement shows the average lake and canal rates on wheat and corn each year since 1880 :

YEAR.	Freight, Buffalo to New York.			Tolls.			Freight, not including tolls.			Lake freight.		
	c.	m.	fr.	c.	m.	fr.	c.	m.	fr.	c.	m.	fr.
1880.												
Wheat	6	5	0	1	0	3	5	4	7	5	7	0
Corn	6	0	0	0	9	6	5	0	4	5	0	0
1881.												
Wheat	4	8	8	1	0	3	3	8	5	3	4	0
Corn	4	3	7	0	9	6	3	4	1	2	9	2
1882.												
Wheat	5	3	8	1	0	3	4	3	5	2	6	1
Corn	4	8	7	0	9	6	3	9	1	2	2	1
1883.												
Wheat	4	8	8	Free.			.....			3	4	7
Corn	4	4	7	Free.			.....			3	1	1
1884.												
Wheat	4	2	0	Free.			.....			2	0	7
Corn	3	7	6	Free.			.....			1	8	4
1885.												
Wheat	3	8	1	Free.			.....			3	0	6
Corn	3	4	8	Free.			.....			1	7	1
1886.												
Wheat	5	0	3	Free.			.....			3	6	1
Corn	4	5	5	Free.			.....			3	3	7
1887.												
Wheat	4	4	4	Free.			.....			4	0	3
Corn	4	0	4	Free.			.....			3	7	7

ANNUAL STATEMENT of sundry articles going West from the East on the Erie canal at Buffalo, from May 7 to December 1, 1887.

FROM THE STATES NAMED.

	Sugar.	Molasses.	Coffee.	Railroad iron.	Crockery and glassware.	Merchandise.
	Lbs.	Lbs.	Lbs.	Lbs.	Lbs.	Lbs.
Ohio	1,927,664	884,004	183,136	19,862,559	.....	14,458,274
Michigan	1,549,348	945,772	489,310	17,840,197	75,160	10,356,951
Illinois	4,070,934	2,006,698	600,736	20,231,500	163,190	9,891,995
Wisconsin	2,553,615	1,028,461	346,913	11,134,080	.....	10,071,041
Indiana	1,189,490	789,224	243,201	12,613,922	.....	8,989,753
Pennsylvania	337,182	889,670	73,967	6,232,891	91,852	2,923,200
Missouri	164,164	612,268	52,951	7,645,073	.....	5,060,086
Minnesota	4,517,571	2,009,166	445,240	23,292,065	.....	14,106,339
Iowa	740,803	931,223	44,912	7,625,533	126,615	7,090,015
Canada .....	.....	.....	.....	.....	57,402	.....
New York	1,219,585	837,884	430,163	7,985,254	2,269,421	5,846,687
Total	18,170,256	10,934,370	2,910,529	134,463,074	2,783,640	88,794,341

ANNUAL STATEMENT OF property going East from the West on the Erie canal at Buffalo, from May 7 to December 1, 1887.

FROM THE STATES NAMED.

	Boards and scantling, feet.	Timber, cubic feet.	Wheat, bush.	Flour, bbls.	Rye, bush.	Corn, bush.	Barley, bush.	Merchandise, pounds.
Ohio .....	.....	.....	2,365,656	.....	.....	1,309,170	.....	.....
Michigan	54,336,865	9,149	1,748,674	.....	.....	422,148	.....	.....
Illinois .....	.....	.....	5,153,588	.....	36,207	2,413,244	.....	.....
Wisconsin .....	.....	.....	3,028,198	.....	33,000	2,104,539	.....	.....
Indiana .....	.....	.....	2,448,037	.....	.....	1,167,363	.....	.....
Pennsylvania .....	.....	.....	158,700	.....	.....	81,099	37,519	.....
Missouri .....	.....	.....	730,051	.....	.....	553,361	.....	.....
Minnesota .....	.....	.....	12,408,846	.....	17,326	3,606,206	160,791	.....
Iowa .....	.....	.....	2,105,424	.....	.....	3,603,683	84,369	.....
Canada	1,946,051	.....	.....	.....	.....	.....	139,616	.....
New York .....	.....	.....	324,574	3,096	78,193	394,493	211,752	20,000
Total	56,282,916	9,149	30,471,748	3,096	164,726	15,645,306	634,047	20,000

The following table shows the separate tonnage of the New York Central, the Erie Railway and the canals each year since 1853, with the losses or gains of each year compared with the preceding year:

CANALS AND RAILROADS.	1853.			1854.	Gain in 1854.		Loss in 1854.
	—						
New York Canals, tons.....	4,247,853			4,165,862			81,991
New York Central Railroad, tons.....	360,000			549,804	189,804		
New York and Erie Railroad, tons.....	631,039			743,250	112,211		
	5,238,892			5,458,916	302,015		81,991
New York Canals, tons.....	1854. 4,165,862			1855. 4,022,617	Gain in 1855.	Loss in 1855.	143,245
New York Central Railroad, tons.....	549,804			670,073	120,269		
New York and Erie Railroad, tons.....	743,250			842,048	19,798		
	5,458,916			5,534,738	219,067		143,245
New York Canals, tons.....	1855. 4,022,617			1856. 4,116,084	Gain in 1856.	Loss in 1856.	
New York Central Railroad, tons.....	670,073			776,112	93,465		
New York and Erie Railroad, tons.....	842,048			943,215	106,039		
	5,534,738			5,835,409	101,167		
					300,671		

New York Canals, tons.....	1856. 4, 116, 082	1857. 3, 344, 061	Gain in 1857. 62, 679	Loss in 1857. 772, 021
New York Central Railroad, tons.....	776, 112	838, 791	.....	.....
New York and Erie Railroad, tons.....	943, 215	978, 066	34, 851	.....
	5, 835, 409	5, 160, 918	97, 530	772, 021
New York Canals, tons.....	1857. 3, 344, 061	1858. 3, 665, 192	Gain in 1858. 321, 131	Loss in 1858.
New York Central Railroad, tons.....	838, 791	765, 407	.....	73, 284
New York and Erie Railroad, tons.....	978, 066	816, 054	.....	161, 112
	5, 160, 918	5, 247, 553	321, 131	234, 496
New York Canals, tons.....	1858. 3, 665, 192	1859. 3, 781, 684	Gain in 1859. 116, 492	Loss in 1859.
New York Central Railroad, tons.....	765, 407	834, 319	68, 912	.....
New York and Erie Railroad, tons.....	816, 954	869, 073	53, 119	.....
	5, 247, 553	5, 485, 076	238, 523	.....
New York Canals, tons.....	1859. 3, 781, 684	1860. 4, 650, 214	Gain in 1860. 868, 530	Loss in 1860.
New York Central Railroad, tons.....	834, 319	1, 028, 183	193, 864	.....
New York and Erie Railroad, tons.....	869, 073	1, 139, 554	270, 481	.....
	5, 485, 076	6, 817, 951	1, 332, 875	.....

Showing the separate tonnage of the New York Central, the Erie Railway and the canals each year since 1853—(Continued).

CANALS AND RAILROADS.				1860.	1861.	Gain in 1861.	Loss in 1861.
New York Canals, tons.....	4,650,214	4,507,635		142,579			
New York Central Railroad, tons.....	1,028,183	1,167,302		139,119			
New York and Erie Railroad, tons.....	1,139,554	1,253,418		113,864			
	6,817,951	6,928,355		252,983			142,579
New York Canals, tons.....	1861. 4,507,635	1862. 5,598,785		Gain in 1862. 1,091,150			Loss in 1862.
New York Central Railroad, tons.....	1,167,302	1,387,433		220,131			.....
Erie Railway, tons.....	1,253,418	1,632,955		379,537			.....
	6,928,355	8,619,173		1,690,818			.....
New York Canals, tons.....	1862. 5,598,785	1863. 5,557,692		Gain in 1863.			Loss in 1863. 41,093
New York Central Railroad, tons.....	1,387,433	1,449,604		62,171			.....
Erie Railway, tons.....	1,632,955	1,815,096		182,141			.....
	8,619,173	8,822,392		244,312			41,093

New York Canals, tons.....	1863. 5,552,692	1864. 4,852,941	Gain in 1864. 107,544	Loss in 1864. 704,751
New York Central Railroad, tons	1,449,604	1,557,148	355,702	.....
Erie Railway, tons.....	1,815,096	2,170,798	.....	.....
	8,822,392	8,580,887	463,246	704,751
New York Canals, tons.....	1864. 4,852,941	1865. 4,729,654	Gain in 1865.	Loss in 1865. 123,287
New York Central Railroad, tons.....	1,557,148	1,275,299	.....	281,849
Erie Railway, tons.....	2,170,798	2,234,350	63,552	.....
	8,580,887	8,239,303	63,552	405,136
New York Canals, tons.....	1865. 4,729,654	1866. 5,775,220	Gain in 1866.	Loss in 1866.
New York Central Railroad, tons.....	1,275,299	1,602,197	1,045,566	.....
Erie Railway, tons.....	2,234,350	3,242,792	326,898	.....
	8,239,303	10,620,209	1,008,442	.....
			2,380,906	.....
New York Canals, tons.....	1866. 5,775,220	1867. 5,688,325	Gain in 1867.	Loss in 1867. 86,895
New York Central Railroad, tons.....	1,602,197	1,667,926	65,729	.....
Erie Railway, tons.....	3,242,792	3,484,546	241,754	.....
	10,620,209	10,840,797	307,483	86,895

Showing the separate tonnage of the New York Central, the Erie Railway and the canals each year since 1853 — (Continued).

CANALS AND RAILROADS.		1867.	1868.	Gain in 1868.	Loss in 1868.
New York Canals, tons.....		5,688,325	6,442,225	753,900	.....
New York Central Railroad, tons.....		1,667,926	1,846,599	178,673	.....
Erie Railway, tons.....		3,484,546	3,908,243	423,697	.....
		10,840,797	12,197,067	1,356,270	.....
New York Canals, tons.....		1868. 6,442,225	1869. 5,859,080	Gain in 1869.	Loss in 1869. 583,145
New York Central Railroad, tons.....		1,846,599	2,281,885	435,286	.....
Erie Railway, tons.....		3,908,243	4,312,209	403,966	.....
		12,197,067	12,453,174	839,252	583,145
New York Canals, tons.....		1869. 5,859,080	1870. 6,173,769	Gain in 1870. 314,689	Loss in 1870.
New York Central Railroad, tons.....		2,281,885	4,122,000	1,840,115	.....
Erie Railway, tons.....		4,312,209	4,852,505	540,296	.....
		12,453,174	15,148,274	2,695,100	.....

New York Canals, tons	1870. 6,173,769	1871. 6,467,888	Gain in 1871. 294,119	Loss in 1871.
New York Central Railroad, tons	4,122,000	4,532,056	410,056	.....
Erie Railway, tons	4,852,505	4,844,208	.....	8,297
	15,148,274	15,844,152	704,175	8,297
New York Canals, tons	1871. 6,467,888	1872. 6,673,370	Gain in 1872. 205,482	Loss in 1872.
New York Central Railroad, tons	4,532,056	4,393,965	.....	138,091
Erie Railway, tons	4,844,208	5,564,274	720,066	.....
	15,844,152	16,631,609	925,548	138,091
New York Canals, tons	1872. 6,673,370	1873. 6,364,782	Gain in 1873.	Loss in 1873.
New York Central Railroad, tons	4,393,965	5,522,724	1,128,759	308,588
Erie Railway, tons	5,564,274	6,312,702	748,430	.....
	16,631,609	18,200,208	1,877,189	308,588
New York Canals, tons	1873. 6,364,782	1874. 5,804,588	Gain in 1874.	Loss in 1874.
New York Central Railroad, tons	5,522,724	6,114,678	591,954	560,194
Erie Railway, tons	6,312,702	6,364,276	51,574	.....
	18,200,208	18,283,542	643,528	560,194

Showing the separate tonnage of the New York Central, the Erie Railway and the canals each year since 1853.— (Continued).

CANALS AND RAILROADS.	1875.			Gain in 1875.	Loss in 1875.
	1874.	1875.	1876.		
New York Canals, tons	5,804,588	4,859,858		.....	944,730
New York Central Railroad, tons	6,114,678	6,001,954		.....	112,724
Erie Railway, tons	6,364,276	6,239,946		.....	124,330
	18,283,542	17,101,758		.....	1,181,784
New York Canals, tons	1875. 4,859,858	1876. 4,172,129		Gain in 1876.	Loss in 1876. 687,729
New York Central Railroad, tons	6,001,954	6,803,680		801,726	.....
Erie Railway, tons	6,239,946	5,972,818		.....	267,128
	17,101,758	16,948,627		801,726	954,857
New York Canals, tons	1876. 4,172,129	1877. 4,955,963		Gain in 1877. 783,834	Loss in 1877.
New York Central Railroad, tons	6,803,680	6,351,356		.....	452,324
Erie Railway, tons	5,972,818	6,182,451		209,633	.....
	16,948,627	17,489,770		993,467	452,324

New York Canals, tons	1877.	1878.	Gain in 1878.	Loss in 1878.
New York Central Railroad, tons	4,955,963	5,171,320	215,357	
Erie Railway, tons	6,351,356	7,695,413	1,344,057	
	6,182,451	6,150,568		31,883
	17,480,770	19,017,301	1,559,414	31,883

New York Canals, tons	1878.	1879.	Gain in 1879.	Loss in 1879.
New York Central Railroad, tons	5,171,320	5,362,372	191,052	
Erie Railway, tons	7,695,413	9,015,753	1,320,340	
	6,150,568	8,212,641	2,062,073	
	19,017,301	22,590,766	3,573,465	

New York Canals, tons	1879.	1880.	Gain in 1880.	Loss in 1880.
New York Central Railroad, tons	5,362,372	6,457,556	1,095,284	
Erie Railway, tons	9,015,753	10,533,038	1,517,285	
	8,212,641	8,715,892	503,251	
	22,590,766	25,706,586	3,115,820	

New York Canals, tons	1880.	1881.	Gain in 1881.	Loss in 1881.
New York Central Railroad, tons	6,457,556	5,179,192		1,278,464
Erie Railway, tons	10,533,038	11,591,379	1,058,341	
	8,715,892	11,086,823	2,370,931	
	25,706,586	27,857,394	3,429,272	1,278,464

Showing the separate tonnage of the New York Central, the Erie Railway and the canals each year since 1853—(Concluded).

CANAL AND RAILROADS.				1881.	1882.	Gain in 1882.	Loss in 1882.
New York Canals, tons				5,179,192	5,467,423	228,231	..
New York Central Railroad, tons				11,591,379	11,330,393	..	260,986
Erie Railway, tons				11,086,823	11,895,238	808,415	..
				27,857,394	28,693,054	1,096,646	260,986
New York Canals, tons				1882. 5,467,423	1883. 5,664,056	Gain in 1883. 196,633	Loss in 1883. ..
New York Central Railroad, tons				11,330,393	10,892,440	..	437,953
Erie Railway, tons				11,895,238	13,610,623	1,715,385	..
New York Canals, tons				1883. 5,664,056	1884. 5,009,488	Gain in 1884. ..	Loss in 1884. 654,568
New York Central Railroad, tons				10,892,440	10,212,418	..	680,022
Erie Railway, tons				*13,610,623	+16,219,598	+2,608,975	..
New York canals, tons				1884. 5,009,488	1885. 4,731,784	Gain in 1885. ..	Loss in 1885. 277,704
New York Central Railroad, tons				10,212,418	10,733,499	521,081	..
Erie Railway, tons				11,071,938	10,253,489	..	818,449
New York, Buffalo and West Shore Railroad, tons				839,539	1,825,176	985,637	..

	1895.	1896.	Gain in 1896.	Loss in 1896.
New York canals, tons	4,731,784	5,293,982	562,198	.....
New York Central Railroad, tons	10,733,499	12,636,435	\$1,902,936	.....
Erie Railway, tons	10,253,489	|| 18,668,238	¶ 8,414,750	.....
New York, Buffalo and West Shore Railroad, tons..	1,825,176	431,409	.....	1,393,767

* Of this amount 1,645,133 tons is the tonnage for five months of the N. Y. P. and O. R. R. Co., leased by the Erie.

† Of this amount 5,147,569 tons is the tonnage for twelve months of the N. Y. P. and O. R. R. Co., leased by the Erie.

‡ An apparent gain, deducting the tonnage of the N. Y. P. and O. for seventeen months, the tonnage of the New York, Lake Erie and Western shows a loss in 1884 of 893,552.*

|| Of this amount 5,861,321 tons is the tonnage of the N. Y. P. and O. R. R.

¶ Net gain, 2,553,429 tons.

NOTE.—As the railroads operated in this State are not obliged to make their annual reports to the Railroad Commissioners until January first, a comparison of the canal traffic with the railroads cannot be made in this report, which is required by law to be delivered to the Public Printer on or before December fifteen.

The whole number of clearances issued during the season of 1887 was 42,721, and were issued at the following offices:

Albany	5,396
West Troy	9,256
Syracuse.....	4,740
Rochester.....	2,144
Tonawanda	3,652
Buffalo	7,925
Waterford	3,001
Whitehall ..	3,538
Oswego.....	916
Geneva	978
Boonville	1,175
Total	<u>42,721</u>

The total tons coming to tide-water for each of the fifty years and the aggregate value thereof, in market, was as follows:

YEARS.	Tons.	Value.
1838.....	640,481	\$23,038,510
1839.....	602,128	20,163,199
1840.....	669,012	23,213,573
1841.....	774,334	27,225,322
1842.....	666,626	22,751,013
1843.....	836,861	28,453,408
1844.....	1,019,094	34,183,167
1845.....	1,204,943	45,452,321
1846.....	1,362,319	51,105,256
1847.....	1,744,283	73,092,414
1848.....	1,447,905	50,883,907
1849.....	1,579,946	52,375,521
1850.....	2,033,863	55,474,637
1851.....	1,977,151	53,927,508
1852.....	2,234,822	66,893,102
1853.....	2,505,797	73,688,044
1854.....	2,223,743	72,120,681
1855.....	1,890,593	74,177,937
1856.....	2,123,469	74,286,735
1857.....	1,617,187	51,190,018
1858.....	1,985,142	61,536,061
1859.....	2,121,672	43,175,312
1860.....	2,854,877	78,798,617
1861.....	2,980,144	81,432,759
1862.....	3,402,709	111,176,568

Total tons coming to tide-water — (Continued).

YEARS.	Tons.	Value.
1863.....	3,274,727	\$123,173,294
1864.....	2,805,257	145,609,202
1865.....	2,730,181	113,865,846
1866.....	3,305,607	131,801,477
1867.....	3,029,695	120,902,834
1868.....	3,240,806	136,446,582
1869.....	3,096,142	144,866,060
1870.....	3,156,302	105,517,020
1871.....	3,494,801	106,874,570
1872.....	3,647,944	107,086,362
1873.....	3,376,649	97,869,497
1874.....	3,123,112	107,976,476
1875.....	2,608,777	89,447,518
1876.....	2,426,182	73,893,878
1877.....	2,986,812	76,787,713
1878.....	3,637,101	78,563,710
1879.....	3,286,176	96,992,498
1880.....	4,067,402	143,572,991
1881.....	3,065,839	68,785,451
1882.....	3,068,152	74,303,139
1883.....	2,892,176	66,219,034
1884.....	2,900,788	66,718,124
1885.....	2,715,219	55,130,473
1886.....	3,215,177	67,517,864
1887.....	3,158,923	71,755,221

The tons of the total movement of articles on all the canals, from 1837 to 1887, both years inclusive, were as follows:

YEARS.	Products of the forest.	Agriculture.	Manufactures.	Merchandise.	Other articles.	Total.
1837.....	618, 741	208, 043	81, 735	94, 777	168, 000	1, 171, 296
1838.....	265, 089	255, 227	101, 526	124, 290	186, 879	1, 333, 011
1839.....	667, 581	266, 052	111, 968	132, 286	257, 826	1, 435, 713
1840, Genesee Valley canal opened	587, 647	393, 780	100, 367	112, 021	222, 231	1, 416, 046
1841.....	645, 548	391, 905	127, 896	141, 054	215, 258	1, 521, 661
1842.....	504, 597	401, 276	98, 968	101, 446	130, 644	1, 236, 931
1843.....	687, 184	455, 797	124, 277	119, 209	126, 972	1, 513, 439
1844.....	881, 774	509, 387	144, 245	141, 930	156, 651	1, 816, 586
1845.....	916, 976	555, 160	160, 638	151, 450	228, 543	1, 977, 565
1846.....	1, 087, 714	814, 258	149, 006	169, 799	218, 623	2, 268, 662
1847.....	1, 086, 880	1, 092, 946	176, 448	224, 890	287, 812	2, 869, 810
1848.....	1, 104, 940	913, 824	202, 781	261, 458	331, 287	2, 796, 230
1849.....	864, 373	1, 020, 259	203, 990	255, 455	310, 088	2, 894, 732
1850.....	1, 261, 991	965, 619	200, 218	269, 370	379, 419	3, 076, 617
1851.....	1, 393, 698	1, 125, 264	222, 529	365, 404	475, 838	3, 582, 733
1852.....	1, 586, 080	1, 213, 357	207, 955	420, 295	435, 754	3, 863, 441
1853.....	1, 821, 525	1, 150, 924	230, 036	458, 327	587, 041	4, 247, 853
1854.....	1, 768, 745	992, 839	258, 021	406, 022	740, 235	4, 165, 862
1855.....	1, 534, 934	1, 047, 344	281, 873	374, 402	784, 064	4, 022, 617
1856.....	1, 478, 674	1, 192, 673	284, 901	370, 758	789, 076	4, 116, 082
1857.....	1, 364, 002	767, 370	232, 803	222, 954	756, 932	3, 344, 061
1858.....	1, 232, 968	1, 279, 891	295, 903	188, 441	667, 989	3, 665, 192
1859.....	1, 542, 035	816, 784	299, 421	211, 182	912, 262	3, 781, 684
1860.....	1, 509, 977	1, 682, 754	268, 759	250, 360	938, 364	4, 650, 214
1861.....	1, 052, 392	2, 144, 373	280, 256	135, 096	895, 518	4, 507, 635
1862.....	1, 569, 674	2, 494, 036	364, 877	167, 927	1, 002, 271	4, 598, 785

1863.....	1,628,688	2,236,075	319,432	172,278	1,201,219	5,557,692
1864.....	1,478,921	1,572,836	282,354	143,984	1,374,846	4,852,941
1865.....	1,467,315	1,696,091	281,832	154,968	1,129,448	4,729,654
1866.....	1,763,994	1,786,060	302,241	179,880	1,737,047	5,775,220
1867.....	1,744,252	1,438,517	320,844	319,878	1,964,832	5,688,325
1868.....	1,958,309	1,442,147	373,262	324,064	2,344,443	6,442,225
1869.....	1,855,930	1,314,071	342,239	268,970	2,077,870	5,850,080
1870.....	1,916,511	1,309,153	352,497	271,856	3,333,752	6,173,769
1871.....	1,941,297	1,863,868	336,288	288,428	2,038,007	6,467,888
1872.....	1,950,798	1,683,962	325,564	298,758	2,414,288	6,673,370
1873.....	1,582,072	1,750,418	267,820	172,990	2,591,482	6,364,782
1874.....	1,482,753	1,772,583	246,697	132,181	2,170,374	5,804,588
1875.....	1,250,546	1,311,613	275,731	110,141	1,911,827	4,859,858
1876.....	1,175,313	1,067,497	180,201	64,943	1,684,175	4,172,129
1877.....	1,312,526	1,522,317	184,218	83,010	1,853,892	4,955,963
1878.....	1,364,120	1,921,236	220,063	138,064	1,527,837	5,171,320
1879.....	1,368,849	1,850,347	255,303	237,071	1,650,802	5,362,372
1880.....	1,566,764	2,408,358	278,114	355,165	1,849,255	6,457,656
1881.....	1,652,543	1,171,400	250,961	325,775	1,778,513	5,179,192
1882.....	1,771,743	1,173,257	187,535	283,174	2,051,714	5,467,423
1883.....	1,828,643	1,394,581	242,649	310,844	1,887,339	5,664,056
1884.....	1,671,706	1,264,237	205,013	300,480	1,568,052	5,009,488
1885.....	1,595,632	1,108,711	194,714	220,237	1,612,490	4,731,784
1886.....	1,523,496	1,537,331	165,760	397,249	1,670,146	5,293,982
1887.....	1,529,809	1,590,509	212,216	378,734	1,842,537	5,553,805

Total tons of each class of articles which came to the Hudson river from Erie and Champlain canals, from 1837 to 1887, both inclusive, were as follows:

YEARS.	Products of the forest.	Agriculture.	Manufactures.	Merchandise.	Other articles.	Total tons.
1837.....	385,017	151,469	10,124	394	64,777	611,781
1838.....	400,877	182,142	8,487	298	48,677	640,481
1839.....	377,720	163,785	8,565	499	51,559	602,128
1840.....	321,709	302,356	8,665	104	36,178	669,012
1841.....	449,095	270,240	17,891	155	36,953	774,334
1842.....	321,480	293,177	16,015	185	35,769	666,626
1843.....	416,173	346,140	29,493	201	44,854	836,861
1844.....	545,202	383,363	39,957	246	62,627	1,031,395
1845.....	607,930	447,627	49,812	253	99,321	1,204,943
1846.....	603,010	628,454	46,076	1,797	82,982	1,362,319
1847.....	666,113	897,717	51,532	4,831	124,090	1,744,283
1848.....	603,272	685,896	44,867	6,343	107,527	1,447,905
1849.....	665,547	769,600	44,288	5,873	94,638	1,579,949
1850.....	947,768	926,048	39,669	7,105	113,273	2,033,863
1851.....	913,268	891,420	52,302	4,580	115,581	1,977,151
1852.....	1,064,677	989,268	47,512	10,605	122,760	2,234,822
1853.....	1,340,261	932,189	52,817	12,633	167,897	2,505,797
1854.....	1,103,018	846,447	40,082	14,632	219,564	2,223,743
1855.....	877,805	782,604	44,844	15,559	174,781	1,895,593
1856.....	858,771	1,023,417	50,454	14,073	176,754	2,123,469
1857.....	798,986	561,894	55,611	16,987	183,709	1,617,187
1858.....	817,613	929,789	74,981	15,233	147,526	1,985,142
1859.....	1,123,607	610,317	63,079	15,804	308,865	2,121,672
1860.....	1,137,873	1,373,393	66,969	11,235	265,407	2,854,877

1861.	690, 586	1, 934, 247	43, 074	8, 405	303, 832	2, 980, 144
1862.	968, 062	2, 152, 159	45, 502	5, 470	231, 516	3, 402, 709
1863.	1, 049, 559	1, 898, 253	56, 268	5, 123	265, 524	3, 274, 727
1864.	1, 106, 148	1, 320, 562	79, 480	3, 469	295, 598	2, 805, 257
1865.	1, 051, 616	1, 379, 331	58, 211	4, 302	236, 721	2, 730, 181
1866.	1, 329, 884	1, 542, 035	60, 180	6, 372	367, 136	3, 305, 607
1867.	1, 359, 287	1, 143, 712	77, 250	5, 196	444, 250	2, 029, 695
1868.	1, 459, 353	1, 229, 554	89, 814	5, 058	453, 370	3, 237, 149
1869.	1, 453, 419	1, 087, 105	84, 623	4, 122	465, 873	3, 096, 142
1870.	1, 465, 517	1, 049, 586	91, 166	12, 118	537, 915	3, 156, 302
1871.	1, 347, 979	1, 571, 754	94, 911	7, 603	473, 554	3, 495, 801
1872.	1, 467, 865	1, 490, 248	80, 936	7, 672	601, 223	3, 647, 944
1873.	1, 308, 471	1, 421, 469	46, 421	12, 091	588, 197	3, 376, 649
1874.	1, 192, 681	1, 470, 872	49, 426	12, 905	497, 228	3, 223, 112
1875.	813, 275	1, 175, 495	70, 209	8, 341	541, 457	2, 608, 777
1876.	890, 725	906, 483	44, 268	4, 364	580, 342	2, 426, 182
1877.	978, 366	1, 362, 700	53, 545	5, 341	586, 860	2, 986, 812
1878.	1, 120, 666	1, 833, 266	56, 108	7, 367	619, 694	3, 637, 101
1879.	1, 043, 970	1, 710, 539	46, 928	15, 299	469, 440	3, 286, 176
1880.	1, 202, 207	2, 090, 283	39, 397	30, 264	705, 251	4, 067, 402
1881.	1, 367, 938	1, 165, 347	53, 013	15, 466	464, 085	3, 065, 839
1882.	1, 397, 816	1, 024, 318	61, 876	24, 154	559, 988	3, 068, 152
1883.	1, 403, 174	1, 234, 463	47, 910	27, 798	449, 152	3, 162, 497
1884.	1, 097, 450	1, 054, 041	56, 899	45, 538	377, 259	2, 631, 190
1885.	1, 284, 213	949, 870	61, 912	48, 185	371, 039	2, 715, 219
1886.	1, 202, 190	1, 400, 301	50, 704	65, 988	495, 708	3, 215, 177
1887.	1, 206, 279	1, 412, 166	52, 566	21, 710	466, 202	3, 158, 923

Exports of flour, wheat and corn from New York, etc. — (Continued).

	PERCENTAGE OF TOTAL EXPORTS AT PLACES NAMED.					
	Flour, barrels.	Wheat, bushels,	Corn, bushels.	Flour.	Wheat.	Corn.
	1881.	1881.	1881.	.....	14.0	20.3
During the year 1881 the canals carried through freight going east.....	.....	12, 146, 166	15, 056, 571	.....	.....	.....
New York.....	1882.	1882.	1882.	55.5	50.8	50.7
Boston.....	4, 619, 499	37, 020, 103	9, 012, 373	17.6	04.0	11.8
Philadelphia.....	1, 468, 146	2, 843, 058	2, 100, 503	02.9	07.9	04.8
Baltimore.....	246, 147	5, 759, 947	839, 024	05.9	23.8	06.4
Montreal.....	490, 734	17, 465, 976	1, 126, 055	09.3	09.5	0.37
New Orleans.....	775, 862	6, 913, 290	672, 850	08.8	04.0	22.6
Total.....	729, 749	2, 890, 698	4, 024, 325	.....	.....	.....
	8, 330, 137	72, 893, 072	17, 775, 130	.....	25.9	40.9
During the year 1882 the canals carried through freight going east.....	.....	18, 901, 666	7, 276, 607	.....	.....	.....
New York.....	1883.	1883.	1883.	56.3	43.6	44.5
Boston.....	4, 330, 146	20, 049, 200	22, 222, 754	22.9	01.5	09.3
Philadelphia.....	1, 766, 172	694, 384	4, 634, 509	4.7	09.5	10.9
Baltimore.....	362, 877	4, 372, 777	5, 435, 642	5.7	33.1	20.1
	441, 477	15, 245, 868	10, 012, 247	.....	.....	.....

	1885.	1885.	1885.				
New York.....	3,763,029	16,286,800	26,259,328	45.7	54.9	43.8	
Boston.....	1,972,326	1,062,293	3,647,244	23.9	3.5	6.1	
Philadelphia.....	695,287	3,369,915	6,028,564	8.4	11.1	10.1	
Baltimore.....	1,093,093	4,575,262	13,752,196	13.3	15.1	22.9	
New Orleans.....	25,158	96,930	7,825,641	0.3	0.3	13.1	
Montreal.....	679,426	4,221,283	2,378,827	8.4	15.1	4.0	
Total.....	8,228,319	29,612,483	59,891,800	100.0	100.0	100.0	
During the season of 1885 the canals carried							
through freight going east.....	296	16,379,100	10,883,500	.....	55.3	.....

Exports of flour and grain from January 1 to December 3, 1887.

	New York.	Boston.	Philadelphia.	Baltimore.
Flour, barrels...	3,731,523	2,078,491	458,652	2,781,917
Corn meal, bbls.,	105,735	106,366	2,306	876
Wheat, bushels...	40,893,437	3,707,099	8,646,125	10,829,017
Corn, bushels...	11,920,425	2,191,049	1,958,198	6,771,260
Oats, bushels...	142,938	50	1,865	1,160
Rye, bushels...	356,847	.....	10,000	.....
Barley, bushels...	46,189	.....	.....	.....
Peas, bushels...	185,877	.....	.....	.....

NOTE.—The exports and receipts of flour and grain by routes at the port of New York are only given up to December one instead of January one, as in former years. This change is made in order to comply with laws, viz.: Chapter 588, Laws of 1886, which requires reports of State officers to be delivered to the public printer on or before December fifteenth of each year.

During the past season 157 new boats have been added to the register of canal boats, with a total tonnage capacity of 34,329 tons. This makes the total number of boats registered at this office 5,217.

The canals of this State were opened for public use on May seventh and the grain shipped from Buffalo, Oswego and other points did not commence to arrive in New York until May fifteenth; but a comparison of all the grain received in New York, by all the various routes, from May first to December first (the date on which the canals were closed), shows that the canals carried 350,383 more bushels of grain than all the railroads combined. The following statement shows the amount carried by each route, the total amount carried, and the percentage of the total amount carried by each route:

Receipts by all routes at New York, from May 1 to December 1, 1887.

	Hudson.	Erie.	Pennsylvania.	Delaware, Lackawanna and Western.	West Shore and Buffalo.	Various.
Flour, barrels	1,272,398	887,530	554,231	329,418	351,665	219,877
Meal, barrels	1,835	6,128	78,199	121	73	58
Meal, sacks	38,831	44,911	166,176	1,565	2,600	7,249
Wheat, bushels	2,090,000	4,182,750	1,074,700	103,400	1,207,250	277,460
Corn, bushels	516,450	960,300	162,800	17,600	628,650	176,550
Oats, bushels	4,505,000	2,940,300	1,200,000	801,000	2,570,000	1,555,000
Barley, bushels	65,000	143,000	5,750	83,400	150,250	40,950
Rye, bushels	20,350	9,900	67,332	.....	200	12,660
Peas, bushels	59,410	11,000	.....	50,050	9,350	1,650
Malt, bushels	1,497,700	481,000	56,000	164,000	286,000	19,000
Total grain.....	8,753,910	8,728,250	2,566,582	1,219,450	4,851,700	2,083,270
Flour, bushels	5,725,791	3,993,885	2,494,039	1,482,381	1,582,493	989,446
Meal, bushels	85,002	114,334	645,148	3,614	5,492	14,730
Grand total.	14,564,703	12,836,469	5,705,769	2,705,445	6,439,685	3,087,446
Per cent	15.86	14.00	6.21	2.94	7.01	3.35

Receipts by all routes at New York (Concluded).

	Total rail.	River and coast.	Canal.	Total water.	Total rail and water.
Flour, barrels.....	3,615,119	96,523	400	96,923	3,712,040
Meal, barrels.....	86,414	2,657	.....	2,657	89,071
Meal, sacks.....	261,332	2,504	.....	2,504	263,836
Wheat, bushels.....	8,935,560	53,174	28,457,000	28,510,174	37,445,734
Corn, bushels.....	2,462,350	34,170	13,007,400	13,041,570	15,503,920
Oats, bushels.....	13,571,300	1,534	1,731,600	1,733,134	15,304,434
Barley, bushels.....	488,350	104,614	1,732,300	1,836,914	2,325,264
Rye bushels.....	110,442	98,833	47,600	146,433	256,875
Peas, bushels.....	131,460	1,100	14,100	15,200	146,660
Malt, bushels.....	2,503,700	56,722	698,100	754,822	3,258,522
Total grain.....	28,203,162	350,147	45,688,100	46,038,247	74,241,409
Flour, bushels.....	16,268,035	434,353	1,800	436,153	16,704,188
Meal, bushels.....	868,320	15,636	.....	15,636	883,956
Grand total.....	45,339,517	800,136	45,689,900	46,490,036	91,829,553
Per cent.....	49.37	0.87	49.76	50.63	100

The following statement shows the receipts by all routes at New York, of flour and grain, from January 1, 1887, to December 1, 1887, and the percentage of the total amount which was carried by each route during that time.

	Hudson.	Erie.	Pennsylvania.	Delaware, Lackawanna and Western.	West Shore and Buffalo.	Various.
Flour, barrels.....	1,770,040	1,334,490	770,496	564,579	640,238	375,216
Meal, barrels.....	3,132	9,924	108,295	254	73	304
Meal, sacks.....	68,101	69,123	231,683	3,493	4,775	14,646
Wheat, bushels.....	3,770,800	5,605,600	1,309,550	464,200	2,808,300	1,238,976
Corn, bushels.....	1,976,700	1,778,150	993,850	176,000	748,000	624,232
Oats, bushels.....	6,303,100	4,337,200	1,944,950	1,086,050	2,908,950	2,445,848
Barley, bushels.....	362,275	432,700	10,775	263,775	355,300	410,200
Rye, bushels.....	51,150	16,500	128,932	3,850	750	58,660
Peas, bushels.....	110,760	42,350	30,800	71,500	13,200	2,200
Malt, bushels.....	2,252,000	728,750	74,150	249,400	404,900	69,300
Total grain.....	14,826,785	12,941,250	4,493,007	2,314,775	7,239,400	4,849,416
Flour, bushels.....	7,965,180	6,005,205	3,467,222	2,540,606	2,881,071	1,688,472
Meal, bushels.....	148,730	177,942	896,546	8,002	9,842	30,508
Grand total.....	22,940,695	19,124,397	8,856,775	4,863,383	10,130,313	6,568,396
Per cent.....	19.22	16.03	7.42	4.07	8.49	5.50

Receipts by all routes at New York, from January 1, 1887, to December 1, 1887 (Concluded).

	Total rail.	River and coast.	Canal.	Total water.	Total rail and water.
Flour, barrels.....	5,455,059	118,128	400	118,528	5,573,587
Meal, barrels.....	121,982	3,601	.....	3,601	125,583
Meal, sacks.....	391,821	4,725	.....	4,725	396,546
Wheat, bushels.....	15,197,426	59,389	28,457,000	28,516,389	43,713,815
Corn, bushels.....	6,296,932	214,166	13,007,400	13,221,566	19,518,498
Oats, bushels.....	19,026,098	2,024	1,731,600	1,733,624	20,759,722
Barley, bushels.....	1,835,025	143,516	1,732,300	1,875,816	3,710,841
Rye, bushels.....	259,842	116,731	47,600	164,331	424,173
Peas, bushels.....	270,810	1,608	14,100	15,708	286,518
Malt, bushels.....	3,778,500	72,120	698,100	770,220	4,548,720
Total grain.....	46,664,633	609,554	45,688,100	46,297,654	92,962,287
Flour, bushels.....	24,547,756	531,575	1,800	533,376	25,081,132
Meal, bushels.....	1,271,570	23,854	.....	23,854	1,295,424
Grand total.....	72,483,959	1,164,983	45,689,900	46,854,884	119,338,843
Per cent.....	60.73	.98	38.29	39.27	100

STATEMENT showing the various tonnage of the boats registered in each of the last forty-three years, and the progressive increase of their capacity.

TONNAGE.	Inventory of all boats to Jan'y, 1884.	NEW BOATS REGISTERED.										
		1844.	1845.	1846.	1847.	1848.	1849.	1850.	1851.	1852.	1853.	
280.	3	
250.	1	
240.	
230.	
225.	
220.	1	
200.	5	
190.	
180.	
170.	1	..	..	..
160.	
150.	1	..	..
140.	2	..	1	6	
135.	
130.	
125.	1	..	..	1	2	7	
120.	1	..	1	..	18	
115.	2	..	16	
110.	10	
105.	16	
100.	2	13	27	34	79	

STATEMENT showing the various tonnage of the boats registered in the last forty-three years — (Continued).

TONNAGE.	NEW BOATS REGISTERED.										Inventory of all boats to Jan'y, 1884.
	1844.	1845.	1846.	1847.	1848.	1849.	1850.	1851.	1852.	1853.	
95.....	...	1	1	6	...	4	6	23	63	180	
90.....	1	4	6	27	10	4	25	72	99	164	
85.....	...	1	1	45	21	4	16	11	22	22	
80.....	...	9	100	560	143	13	38	28	26	33	
75.....	33	60	186	553	158	75	17	22	10	15	
70.....	124	107	123	162	59	20	20	18	9	6	
65.....	94	54	26	44	13	2	4	1	4	3	
60.....	71	33	9	30	25	7	3	2	2	2	
55.....	15	4	1	13	8	...	...	...	...	...
50.....	14	5	3	4	2	2	4	1	6	3	
45.....	1	2	1	3	4	...	...	1	...	...
40.....	...	...	3	4	1	...	...	1	...	...
35.....	1	1	...	3	...	...	...	1	...	...
30.....	11	1	2	3	6	...	...	1	...	...
25.....	3	...	4	3	...	4	...	...	...	...
20.....	...	3	3	2	...	2	...	...	...	...
15.....	1	...	...	1	...	...	...	...	...	...
10.....	...	1	2	3	1	...	...	...	2	...	
5.....	...	4	...	...	...	...	1	...	...	...
2.....	...	3	...	...	...	...	...	...	...	...
2,126	378	297	477	1,466	457	215	152	213	271	590	

STATEMENT showing the various tonnage of the boats registered in the last forty-three years — (Continued).

TONNAGE.	NEW BOATS REGISTERED.										
	1854.	1855.	1856.	1857.	1858.	1859.	1860.	1861.	1862.	1863.	
280	...	...	...	...	...	...	...	...	2	...
250	1	...	1	1	...	2	...	16	3	...	
240	...	1	2	...	...	...	...	7	1	...
230	...	...	...	...	...	...	...	...	28	3
225	...	...	...	...	...	...	...	...	113	2
220	...	...	...	...	...	...	...	...	4	69
200	1	...	...	...	...	...	3	55	...	...
190	3	4	...	3	3	4	33	176	310	254	
180	...	...	...	...	...	...	...	...	19	25
170	...	...	4	...	7	12	60	51	6	70
160	1	...	...	...	15	7	17	9	16	8
150	...	...	...	...	...	...	...	...	2	9
140	13	2	2	51	46	11	14	27	84	24	
135	...	...	4	15	5	1	2	19	12	14
130	...	...	5	2	...	...	2	1	...	...
125	9	43	22	16	4	2	2	3	8	16	
120	105	18	14	21	15	1	5	6	2	3	
115	143	125	118	84	13	9	22	15	19	15	
110	34	17	13	4	...	...	5	1	13	3
105	87	12	10	6	3	1	4	6	4	5	
100	...	...	1	2	...	2	...	...	...	...
95	83	28	28	8	25	14	55	69	100	61	
90	69	40	38	18	15	5	13	20	24	14	
85	95	58	69	43	16	36	42	42	54	102	
80	20	16	3	16	5	8	35	30	3	8	

STATEMENT showing the various tonnage of the boats registered in the last forty-three years — (Continued).

TONNAGE.	NEW BOATS REGISTERED.									
	1854.	1855.	1856.	1857.	1858.	1859.	1860.	1861.	1862.	1863.
80.....	44	28	6	15	22	25	49	37	4	18
75.....	32	43	17	14	14	21	19	...	4	7
70.....	10	23	4	3	7	16	4	...	1	10
65.....	1	2	...	1	3	4	3	...	...	...
60.....	2	4	...	3	18	8	2	...	1	6
55.....	...	...	...	...	...	10	...	...	...	...
50.....	1	3	1	...	7	1	2	...	2	5
45.....	1	...	...	...	1	3	1	...	1	6
40.....	1	...	1	1	3	...	1	...	...	...
35.....	...	...	...	...	...	...	1	...	...	...
30.....	...	...	...	1	...	...	...	...	2	9
25.....	1	1	...	...	3	...	...	1	4	...
20.....	...	1	1	...	...	...	1	1	1	4
15.....	2	1	1	...	1	...	...	...	...	...
	760	471	363	328	253	204	400	619	848	770

STATEMENT showing the various tonnage of the boats registered in the last forty-three years — (Continued).

TONNAGE.	NEW BOAT REGISTERED.										
	1864.	1865.	1866.	1867.	1868.	1869.	1870.	1871.	1872.	1873.	1874.
85.....	4	2	2	...	3	2	5	1	4	1	3
80.....	19	8	6	22	7	4	5	2	6	6	3
75.....	1	6	4	7	4	5	4	5	5	6	3
70.....	7	6	4	4	23	23	9	22	12	1	6
65.....	...	...	...	...	...	...	...	...	...	...	...
60.....	6	3	4	2	23	25	31	13	14	...	5
55.....	...	...	...	...	...	...	...	...	...	...	...
50.....	1	1	1	1	6	6	2	...	1	...	3
45.....	3	...	...	...	...	...	...	...	...	1	2
40.....	...	...	...	...	...	...	...	...	...	...	...
35.....	...	...	...	...	...	...	...	...	...	...	...
30.....	...	1	...	...	...	...	...	1	1	1	...
25.....	1	...	...	...	...	...	...	...	...	...	...
20.....	1	1	1	...	...	...	1	...	1	...	2
15.....	...	...	...	...	...	2	1	3	1	...	...
	399	198	484	520	387	298	269	194	326	433	249

STATEMENT showing the various tonnage of the boats registered in the last forty-three years — (Continued).

TONNAGE.	NEW BOATS REGISTERED.											
	1875.	1876.	1877.	1878.	1879.	1880.	1881.	1882.	1884.	1885.	1886.	1887.
280.....	...	...	...	...	...	1	...	...	...	...	...	10
250.....	5	2	...	15	19	63	70	12	24	14	...	15
240.....	35	18	14	116	151	223	109	9	4	2	34	9
230.....	4	3	...	5	13	23	24	...	...	...	...	1
225.....	1	1	...	2	1	10	9	1	...	...	1	...
220.....	3	...	1	3	1	15	5	2	...	...	3	5
200.....	8	2	1	8	8	17	13	5	...	...	2	1
190.....	...	...	...	...	...	...	1	1	...	...	...	...
180.....	...	...	...	2	2	...	1	...	...	...	...	...
170.....	...	...	...	...	1	...	...	...	...	...	...	...
160.....	...	...	...	...	1	...	...	...	...	...	...	...
150.....	...	3	1	...	2	...	...	...	...	...	...	...
140.....	1	...	1	3	...	6	10	2	...	...	3	2
135.....	...	...	...	...	...	1	3	1	1	...	...	...
130.....	1	...	...	...	...	...	1	...	...	...	...	...
125.....	4	...	...	2	4	4	...	1	...	...	...	...
120.....	2	1	1	4	4	8	10	1	...	1	...	...
115.....	...	1	1	...	3	2	4	3	...	...	...	2
110.....	...	10	6	14	15	...	16	1	1	...	...	1
105.....	6	...	...	...	...	...	2	...	...	...	...	1
100.....	...	...	...	...	...	...	2	...	...	...	...	1
95.....	5	11	31	30	51	31	31	35	14	2	4	7
90.....	9	9	1	7	16	4	29	4	9	7	...	4

Tons of merchandise going to other States by way of Buffalo, from 1866 to 1887, inclusive.

STATES, ETC.	1860.	1861.	1862.	1863.	1864.	1865.	1866.	1867.
Pennsylvania	1,439	706	861	899	535	420	147	331
Ohio	10,003	5,159	7,340	9,726	6,106	8,093	5,785	5,678
Michigan	13,509	6,476	7,137	6,414	4,782	5,406	4,874	12,885
Indiana	2,967	1,470	793	1,869	1,144	2,151	1,638	2,987
Illinois	24,385	12,108	24,118	21,024	25,842	24,575	41,288	44,579
Wisconsin	13,517	6,920	9,705	20,562	9,856	11,407	11,359	13,116
Kentucky	111	38	351	879	130	206	19	323
Missouri	2,284	706	1,685	1,245	1,680	1,281	1,407	892
Tennessee	18	.....	.....	.....	.....	20	.....	.....
Alabama .....	.....	.....	.....	.....	.....	.....	.....	.....
Minnesota	699	489	.....	.....	3,045	361	863	452
Iowa	1,355	834	850	1,371	3,991	1,992	808	783
Canada	842	332	105	135	227	3,263	188	9
	72,030	35,278	52,945	64,124	57,338	59,175	68,375	83,045

Tons of merchandise going to other States by way of Buffalo, from 1860 to 1886, inclusive — (Continued).

STATES, ETC.	1868.	1869.	1870.	1871.	1872.	1873.	1874.	1875.	1876.	1877.
Pennsylvania	9	12	206	174	821	73	32	90	.....	354
Ohio.....	9,227	4,926	7,923	4,424	10,571	3,778	1,272	898	124	2,794
Michigan...	8,232	8,339	4,072	4,215	15,299	10,743	2,095	6,296	67	3,151
Indiana...	2,021	2,113	952	1,072	10,133	2,136	416	335	1	119
Illinois.....	48,884	47,891	51,161	54,574	40,315	26,916	23,416	5,431	2,341	11,281
Wisconsin.	23,986	6,610	8,532	15,174	15,962	10,780	3,165	1,538	406	2,361
Kentucky..	1,493	.....	733	528	565	385	64	88	.....	.....
Missouri...	2,775	3,163	10,610	14,727	19,284	1,404	430	121	.....	.....
Tennessee:	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Alabama...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Minnesota.	1,313	13,157	5,487	21,313	10,649	482	381	144	4	.....
Iowa.....	1,428	4,552	6,510	6,377	4,460	518	673	674	20	266
Canada...	191	.....	.....	.....	18,354	364	115	11,752	307	.....
	99,559	90,763	96,186	122,578	146,413	57,579	32,059	27,367	3,270	20,326

Tons of merchandise going to other States by way of Buffalo from 1860 to 1886, inclusive—(Concluded).

STATES, ETC.	1878.	1879.	1880.	1881.	1882.	1883.	1884.	1885.	1886.	1887.
Pennsylvania.	999	2,219	.....	.....	4,211	8,206	.....	.....	.....	4,724
Ohio.....	8,148	16,523	23,156	29,067	32,218	28,626	425	.....	.....	18,658
Michigan....	3,699	3,730	17,684	13,485	4,596	5,993	4,055	.....	.....	15,629
Indiana.....	2,308	2,393	11,871	9,883	1,404	6,731	50	.....	.....	11,913
Illinois.....	41,684	80,358	72,484	156,403	78,998	76,230	3,450	63,805	55,665	18,483
Wisconsin...	10,799	12,567	46,968	35,870	6,907	13,864	47,467	37,790	23,595	12,567
Kentucky...	1,577	2,851	573	270	552	1,873	.....	.....	.....	.....
Missouri....	11,816	19,988	13,882	29,013	3,064	5,010	133	.....	.....	6,767
Tennessee...	.....	.....	.....	.....	21	.....	.....	.....	.....	.....
Alabama....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Minnesota...	2,359	2,986	18,199	6,332	3,243	2,992	51,786	40,518	40,984	22,185
Iowa.....	2,308	3,818	17,382	15,500	2,165	2,399	2,638	.....	.....	8,280
Canada.....	.....	185	.....	.....	26,069	25,979	12,736	14,000	3,000	29
	85,697	142,618	222,199	295,823	163,448	178,903	201,740	156,113	123,244	119,235

STATEMENT of the tons of property moved on each and all the canals, comprising the tons of total movement.

YEARS.	Erie.	Champlain.	Oswego.	Cayuga and Seneca.	Chemung.	Crooked Lake.
1837	667,151	261,659	161,353	20,274	20,288	24,258
1838	744,848	266,553	222,697	23,541	30,256	30,336
1839	845,007	263,552	221,014	26,300	36,089	26,823
1840	829,960	245,229	219,627	32,486	34,217	24,026
1841	906,442	276,418	135,689	34,634	63,042	33,030
1842	712,310	230,844	129,498	31,716	54,866	18,660
1843	819,216	262,212	240,571	25,998	66,247	31,856
1844	945,944	269,546	326,607	31,099	88,231	32,589
1845	1,038,700	266,922	340,481	46,464	114,740	39,489
1846	1,264,408	280,480	351,511	61,014	124,768	35,556
1847	1,661,575	313,124	441,096	58,204	189,165	36,318
1848	1,599,965	293,889	490,147	46,252	150,691	34,155
1849	1,622,444	321,345	557,637	40,440	135,867	36,317
1850	1,635,089	460,219	583,346	42,379	128,263	38,797
1851	1,955,265	513,793	676,321	37,084	159,563	29,309
1852	2,129,334	531,001	684,191	47,275	187,577	35,757
1853	2,196,308	608,354	761,276	58,793	249,980	53,985
1854	2,224,008	602,913	611,533	72,995	270,978	25,349
1855	2,202,463	537,108	654,399	76,744	223,271	25,850
1856	2,107,678	611,610	657,381	131,907	245,621	28,559
1857	1,566,624	547,236	605,218	120,435	187,201	16,571
1858	1,767,004	608,918	688,960	75,968	205,168	16,318
1859	1,753,954	751,046	612,390	80,602	256,323	17,933

1860	2,253,533	681,157	1,080,076	98,678	226,051	14,723
1861	2,500,782	545,930	852,920	100,992	208,792	12,239
1862	3,204,277	647,318	1,063,413	125,659	243,628	19,632
1863	2,955,302	878,920	992,173	119,704	307,151	11,230
1864	2,535,792	8 6790	765,097	185,161	280,834	6,316
1865	2,523,490	815,311	825,649	192,312	164,796	9,376
1866	2,896,027	1,001,493	990,809	368,233	226,510	12,189
1867	2,920,578	1,047,440	940,136	389,704	145,627	6,558
1868	3,346,986	1,120,585	958,444	515,295	165,875	4,451
1869	2,845,072	1,059,834	934,638	533,516	245,761	7,541
1870	3,083,132	1,143,719	917,728	527,728	206,535	15,825
1871	3,580,922	1,099,995	941,858	445,186	173,281	12,024
1872	3,562,560	1,449,528	832,490	386,977	217,263	7,145
1873	3,602,535	1,195,390	655,588	437,382	257,962	12,831
1874	3,097,122	1,268,292	665,408	378,825	205,602	9,286
1875	2,787,226	1,077,746	486,530	224,492	129,425	
1876	24,422	910,151	370,330	137,264	214,448	
1877	3,254,367	1,021,782	319,327	247,864	12,026	
1878	3,608,634	1,040,912	257,254	168,201	8,767	
1879	3,820,027	1,012,005	333,713	117,027		
1880	4,608,651	1,200,503	427,863	125,331		
1881	3,598,721	986,079	394,542	99,617		
1882	3,694,364	1,097,343	445,295	123,488		
1883	3,587,102	1,366,358	276,350	134,631		
1884	3,389,555	1,118,073	265,541	119,990		
1885	3,208,207	1,139,402	213,079	64,125		
1886	3,808,642	1,119,663	186,484	64,995		
1887	3,840,513	1,229,335	176,177	195,933		

STATEMENT of the tons of property moved on each and all canals, etc.—(Concluded).

YEARS.	Chenango.	Genesee Valley.	Black River.	Oneida Lake.	Baldwinsville.	Total.
1837.....	8,213	.....	.....	.....	.....	1,17,296
1838.....	14,778	.....	.....	.....	.....	1,333,011
1839.....	16,928	.....	.....	.....	.....	1,435,713
1840.....	16,848	13,653	.....	.....	.....	1,416,046
1841.....	23,356	26,892	.....	.....	.....	1,521,661
1842.....	17,177	41,860	.....	22,150	.....	1,236,931
1843.....	19,026	48,313	.....	.....	.....	1,513,439
1844.....	31,472	65,077	.....	26,445	.....	1,816,586
1845.....	38,305	73,546	.....	25,991	.....	1,977,565
1846.....	41,112	87,614	.....	28,808	.....	2,268,662
1847.....	44,051	95,632	.....	22,188	.....	2,869,810
1848.....	35,207	98,467	.....	30,642	.....	2,796,230
1849.....	36,557	84,674	.....	47,451	.....	2,894,732
1850.....	41,892	89,804	.....	59,451	.....	3,076,617
1851.....	40,307	100,000	25,320	56,828	.....	3,582,733
1852.....	44,939	122,901	36,497	45,049	.....	3,863,441
1853.....	76,538	157,164	41,924	43,969	.....	4,247,853
1854.....	77,124	158,942	55,525	43,351	31,945	4,165,862
1855.....	89,390	102,321	51,347	34,532	32,608	4,022,617
1856.....	105,502	113,731	68,126	27,116	27,481	4,116,082
1857.....	96,722	114,576	69,135	18,485	.....	3,344,061
1858.....	72,526	118,303	62,352	19,343	.....	3,665,192
1859.....	89,691	124,263	75,946	19,675	.....	3,781,684
1860.....	83,035	123,602	70,687	19,536	.....	4,650,214
				18,672	.....

1861.	91,661	94,329	69,930	30,060	.....	4,507,635
1862.	79,442	129,974	85,442	.....	.....	5,598,785
1863.	90,215	112,549	90,448	.....	.....	5,557,692
1864.	89,021	71,411	72,519	.....	.....	4,852,941
1865.	68,822	56,581	73,317	.....	.....	4,729,654
1866.	107,472	86,579	85,908	.....	.....	5,795,220
1867.	103,064	64,679	70,539	.....	.....	5,688,325
1868.	112,455	138,364	79,770	.....	.....	6,442,225
1869.	83,527	69,141	80,550	.....	.....	5,859,080
1870.	102,820	79,733	96,329	.....	.....	6,173,769
1871.	39,793	85,269	89,560	.....	.....	6,467,888
1872.	26,519	96,112	94,776	.....	.....	6,673,370
1873.	30,317	86,770	86,017	.....	.....	6,364,782
1874.	33,059	69,393	77,601	.....	.....	5,804,588
1875.	23,769	64,677	65,993	.....	.....	4,859,858
1876.	6,227	47,360	67,927	.....	.....	4,172,129
1877.	.....	37,311	63,286	.....	.....	4,955,963
1878.	.....	18,569	68,983	.....	.....	5,171,320
1879.	.....	.....	79,600	.....	.....	5,362,372
1880.	.....	.....	75,308	.....	.....	6,457,656
1881.	.....	.....	100,233	.....	.....	5,179,192
1882.	.....	.....	106,933	.....	.....	5,467,423
1883.	.....	.....	128,656	.....	.....	5,664,056
1884.	.....	.....	116,359	.....	.....	5,009,488
1885.	.....	.....	106,971	.....	.....	4,731,784
1886.	.....	.....	114,198	.....	.....	5,293,982
1887.	.....	.....	111,847	.....	.....	5,553,805

Value of the total movement of articles on all the canals from 1837 to 1887, both years inclusive, was as follows:

YEARS.	Products of the forest.	Agriculture.	Manufactures.	Merchandise.	Other articles.	Total.
1837	\$6,146,716	\$16,201,331	\$6,390,486	\$23,935,990	\$3,134,766	\$55,809,288
1838	6,338,063	19,390,714	5,915,856	31,594,692	2,507,234	65,746,559
1839	7,762,553	17,056,911	5,989,576	39,493,764	3,096,960	73,399,764
1840, Gen.Val. can'l opened.	4,609,035	18,644,481	4,719,054	35,636,943	2,694,379	66,303,892
1841	11,841,103	21,901,713	5,422,615	50,134,320	2,903,178	92,202,929
1842	5,957,219	16,987,843	4,435,289	30,042,153	2,594,104	60,016,608
1843	6,653,080	20,588,118	4,925,545	40,651,798	3,458,368	76,276,909
1844	7,422,737	23,379,643	6,151,806	49,224,099	4,742,867	90,921,152
1845	6,472,237	25,479,488	6,994,932	52,542,336	5,140,866	100,629,859
1846	6,422,409	35,820,586	7,015,311	62,004,488	4,349,315	115,612,109
1847	7,546,063	55,757,166	8,072,059	74,753,638	5,434,502	151,563,428
1848	7,219,350	42,850,086	7,433,957	76,945,463	5,637,301	140,086,157
1849	8,671,057	46,408,092	7,183,930	77,094,282	5,374,924	144,732,285
1850	15,117,661	46,152,958	7,933,108	81,135,199	6,059,003	156,397,929
1851	12,549,754	43,277,458	8,255,575	88,531,320	7,367,694	159,981,801
1852	11,526,436	49,437,555	6,294,120	122,624,170	6,721,236	196,603,517
1853	14,001,506	57,482,815	8,091,100	118,317,856	9,286,293	207,179,570
1854	14,384,785	51,980,864	9,796,420	123,167,863	10,954,380	210,284,312
1855	10,545,615	58,222,314	10,467,559	113,572,523	11,582,136	204,390,147
1856	10,211,383	51,030,453	10,308,419	135,691,816	11,084,991	218,327,062
1857	9,827,410	30,955,369	9,330,067	74,633,905	12,250,267	136,997,018
1858	8,963,443	50,142,318	9,352,955	61,236,319	8,873,809	138,568,844
1859	10,798,769	34,044,601	8,757,059	65,072,972	13,487,357	132,160,758
1860	10,654,710	55,838,977	8,113,177	84,252,425	11,989,909	170,849,198

1861.....	6,462,614	57,861,720	6,718,273	49,707,729	9,365,557	130,115,893
1862.....	11,305,954	84,239,370	12,314,651	83,640,903	11,733,453	203,234,331
1863.....	13,421,909	101,090,511	13,044,051	91,417,513	21,072,477	240,046,461
1864.....	22,589,060	116,051,564	22,582,718	80,391,550	32,785,747	274,400,639
1865.....	21,011,122	83,670,467	18,095,266	102,627,877	30,832,372	256,237,104
1866.....	28,754,821	86,610,934	18,389,992	100,169,211	37,038,718	270,963,676
1867.....	28,977,470	81,616,663	16,877,334	108,545,569	42,939,676	278,956,712
1868.....	24,039,591	76,383,656	17,298,574	131,786,764	55,793,344	305,301,920
1869.....	21,930,655	55,528,825	13,595,892	103,464,505	54,761,407	249,281,284
1870.....	22,266,184	49,231,912	10,777,897	94,852,914	54,707,269	231,836,176
1871.....	27,309,303	68,130,282	10,881,540	78,898,185	53,548,381	238,767,691
1872.....	35,599,734	49,541,259	7,659,547	93,997,415	34,115,366	220,913,321
1873.....	18,651,838	60,194,909	5,979,656	76,173,336	30,715,761	191,715,500
1874.....	17,840,356	64,344,898	7,094,531	64,477,540	42,916,997	196,674,322
1875.....	12,478,669	50,540,911	6,311,137	40,885,448	34,792,410	145,008,575
1876.....	11,132,966	32,439,857	3,375,119	31,069,375	35,073,062	113,090,379
1877.....	15,574,893	46,765,635	10,911,786	46,130,795	21,028,903	139,411,963
1878.....	12,703,074	52,264,813	17,834,755	70,433,563	29,021,323	182,254,528
1879.....	12,053,499	56,826,653	37,173,222	144,653,500	34,573,762	285,280,726
1880.....	14,351,622	68,994,218	14,236,227	109,870,264	40,392,459	247,844,790
1881.....	18,399,932	43,440,343	11,863,021	75,331,308	13,148,961	162,153,565
1882.....	20,285,512	42,766,687	4,673,440	61,769,417	18,423,851	147,918,907
1883.....	18,038,056	39,727,973	3,426,474	68,281,320	18,387,400	147,861,223
1884.....	27,588,279	37,335,779	3,125,433	78,864,806	15,182,754	162,097,069
1885.....	17,302,705	31,404,325	2,827,280	58,215,252	9,786,627	119,536,189
1886.....	16,471,406	41,191,562	3,310,422	103,749,354	15,339,102	180,061,846
1887.....	15,568,667	42,729,684	4,808,178	82,161,364	13,978,084	159,245,977

STATEMENT of the total movement of flour, meal and grain on all the canals, from 1861 to 1887.

YEARS.	Barrels wheat flour.	Barrels rye flour.	Barrels corn meal.	Bushels wheat.	Bushels corn.	Bushels oats.
1861.....	1,667,416	.....	2,176	33,171,900	25,024,643	6,105,313
1862.....	2,102,574	.....	18,416	37,579,967	27,225,643	6,550,187
1863.....	1,930,731	.....	44,704	26,577,166	22,287,036	16,040,937
1864.....	1,474,582	.....	51,305	19,932,067	11,086,536	15,122,937
1865.....	1,271,129	.....	24,018	14,433,566	20,689,500	11,973,939
1866.....	751,870	.....	17,972	10,989,800	28,904,143	12,138,250
1867.....	569,334	.....	12,808	13,630,300	17,930,500	10,476,000
1868.....	575,900	.....	14,861	14,425,567	18,437,100	11,927,250
1869.....	657,870	.....	12,666	22,351,133	9,159,643	5,769,312
1870.....	509,055	.....	12,250	21,950,800	6,893,893	7,371,312
1871.....	381,583	.....	6,611	23,951,633	24,002,035	8,118,187
1872.....	190,129	.....	6,046	13,463,433	32,241,179	5,809,938
1873.....	181,731	.....	9,342	26,768,800	22,760,571	4,376,437
1874.....	269,759	.....	8,314	25,738,766	18,542,964	3,713,000
1875.....	163,287	.....	3,000	24,809,766	10,072,536	3,919,813
1876.....	86,019	.....	232	13,879,200	13,044,786	3,259,188
1877.....	82,621	.....	3,120	14,934,766	25,837,786	4,127,812
1878.....	54,666	.....	5,666	28,151,866	26,249,750	5,314,313
1879.....	66,333	.....	8,130	31,648,866	22,185,000	1,447,750
1880.....	76,537	.....	12,620	32,201,733	41,307,821	1,305,812
1881.....	64,129	.....	13,370	14,827,733	16,993,679	1,895,063
1882.....	86,777	.....	17,370	21,407,166	8,988,821	1,386,250
1883.....	83,768	.....	1,777	19,124,666	18,677,785	3,225,438

1884.	67,138	.....	343	26,346,966	7,079,143	3,293,500
1885.	63,602	.....	703	18,864,066	12,856,500	514,625
1886.	83,296	.....	5,435	33,270,966	12,670,178	454,875
1887.	37,861	.....	65	31,228,000	15,950,607	2,210,312

STATEMENT of total movement of flour, meal and grain on all the canals, etc.— (Concluded).

YEARS.	Bushels barley.	Bushels rye.	Bushels peas and beans.	Bushels malt.	Aggregate in tons.
1861	2,444,083	976,000	347,233	.....	2,070,251
1862	2,764,916	967,750	375,433	280,182	2,332,928
1863	3,816,458	592,571	530,700	366,242	2,021,505
1864	3,232,292	670,168	550,000	565,294	1,437,598
1865	5,336,416	1,220,714	401,533	725,151	1,530,037
1866	7,867,041	1,751,928	536,667	298,212	1,680,169
1867	4,972,250	1,044,643	827,133	479,818	1,322,774
1868	3,698,083	873,357	391,667	257,029	1,350,090
1869	4,125,500	481,750	379,233	330,400	1,221,397
1870	5,132,958	697,143	226,123	698,686	1,189,267
1871	4,749,662	1,234,392	162,700	801,371	1,759,882
1872	5,002,543	477,036	146,600	1,578,914	1,586,249
1873	2,941,083	1,077,143	393,300	1,182,466	1,660,981
1874	4,110,584	293,393	200,566	453,200	1,500,490
1875	4,353,125	296,750	195,200	71,287	1,238,115
1876	4,020,584	712,464	174,200	1,510,629	991,197
1877	5,810,542	1,283,857	162,533	718,800	1,439,662
1878	3,730,583	2,307,607	167,100	1,031,000	1,846,749
1879	4,006,000	2,114,643	124,466	582,706	1,770,846
1880	4,426,958	940,714	149,369	820,824	2,304,215
1881	3,399,458	553,000	101,334	887,526	1,074,545
1882	4,027,083	1,549,000	206,834	846,824	1,087,953
1883	2,449,291	3,401,643	43,666	952,706	1,329,099

1884	2,708,666	2,552,214	185,735	707,235	1,198,346
1885	2,691,135	364,678	70,000	604,706	1,028,260
1886	2,619,916	108,750	151,366	901,941	1,446,972
1887	3,144,083	239,892	14,133	781,588	1,498,304

STATEMENT of foreign exports of flour and grain from New York, from 1861 to 1887.

YEARS.	Barrels wheat flour.	Barrels rye flour.	Barrels corn meal.	Bushels wheat.	Bushels corn.	Bushels oats.
1861.....	3, 110, 646	11, 807	108, 385	28, 889, 914	12, 456, 265	160, 875
1862.....	2, 961, 518	8, 397	132, 606	25, 564, 755	12, 020, 848	210, 669
1863.....	2, 527, 338	5, 461	140, 561	15, 424, 889	7, 533, 431	126, 566
1864.....	1, 918, 393	2, 840	105, 142	12, 193, 433	846, 831	42, 135
1865.....	1, 402, 144	2, 673	127, 600	2, 527, 626	2, 549, 670	94, 567
1866.....	900, 084	7, 552	149, 773	522, 669	11, 079, 394	1, 190, 583
1867.....	871, 089	11, 754	151, 669	4, 468, 774	8, 147, 813	144, 665
1868.....	1, 003, 968	7, 459	191, 011	5, 762, 037	5, 989, 225	94, 707
1869.....	1, 584, 211	5, 283	137, 627	18, 240, 586	1, 637, 586	49, 393
1870.....	1, 950, 234	.....	.....	18, 446, 035	487, 792	28, 986
1871.....	1, 660, 400	4, 200	123, 500	21, 968, 600	13, 046, 600	47, 300
1872.....	1, 216, 082	6, 399	194, 040	13, 144, 400	25, 292, 200	31, 739
1873.....	1, 655, 331	8, 249	176, 756	27, 801, 800	15, 587, 500	49, 700
1874.....	2, 177, 608	8, 473	168, 603	34, 791, 249	19, 000, 995	122, 528
1875.....	1, 954, 100	5, 700	173, 400	26, 192, 700	12, 938, 700	138, 800
1876.....	1, 887, 441	5, 778	172, 042	24, 144, 033	16, 610, 232	620, 536
1877.....	1, 537, 106	7, 999	220, 939	21, 355, 774	25, 373, 942	257, 634
1878.....	2, 630, 437	4, 375	202, 788	55, 019, 389	27, 440, 771	3, 658, 905
1879.....	3, 684, 366	6, 049	150, 178	61, 538, 861	35, 319, 789	521, 406
1880.....	4, 215, 415	5, 204	203, 716	61, 908, 029	49, 875, 430	427, 959
1881.....	4, 440, 114	3, 264	196, 985	41, 798, 182	31, 731, 995	431, 426
1882.....	4, 623, 956	.....	112, 316	37, 620, 103	9, 012, 373	170, 586

1883.....	4,330,146	.....	.....	20,049,200	22,222,754	162,665
1884.....	3,907,021	.....	.....	28,687,362	11,862,158	2,456,219
1885.....	3,763,029	.....	3,863	16,286,800	26,259,228	6,198,302
1886 not reported.....	.....	.....	.....	.....	.....	.....
1887, to December first, only..	3,731,523	.....	105,735	40,893,437	11,920,425	142,938

STATEMENT of foreign exports of flour and grain, etc. — (Concluded).

YEARS.	Bushels barley.	Bushels rye.	Bushels peas and beans.	Bushels malt.	Aggregate in tons.
1861.....	3,927	1,000,405	139,284	.....	1,599,261.
1862.....	42,061	1,104,549	113,819	.....	1,477,321.
1863.....	52,439	416,369	110,911	.....	980,675
1864.....	150	588	186,154	.....	614,642
1865.....	.....	198,348	88,899	.....	322,454
1866.....	1,329,842	248,646	282,992	.....	506,520
1867.....	886,893	473,260	680,763	.....	531,204
1868.....	90	152,993	189,226	.....	481,902
1869.....	.....	142,542	123,156	.....	788,075
1870.....	.....	92,431	151,102	.....	785,249
1871.....	98,700	525,800	90,900	.....	1,238,053
1872.....	22,066	668,030	156,609	.....	1,378,412
1873.....	19,400	1,069,100	143,500	.....	1,504,771
1874.....	3,560	641,661	463,193	.....	1,863,297
1875.....	1,500	206,900	364,900	.....	1,405,544
1876.....	88,097	1,336,283	716,428	.....	1,483,402
1877.....	2,412,509	2,049,796	487,031	.....	1,675,902
1878.....	1,518,922	4,048,841	476,184	.....	2,949,042
1879.....	147,867	3,941,638	393,153	.....	3,383,953
1880.....	254,833	2,181,183	651,669	.....	3,825,168
1881.....	15,477	1,068,928	218,370	.....	2,687,356
1882.....	6,616	1,980,586	572,567	.....	1,967,989

1883.	8,939	4,467,853	.....	1,819,284
1884.	76,343	4,846,088	.....	1,413,886
1885.	408	493,319	.....	1,759,840
1886, not reported	.....	.....	.....	.....
1887, to December first, only	46,189	356,847	.....	2,193,962

STATEMENT showing the tendencies of lockages for the year 1887.

	May.	June.	July.	August.	September.	October.	November.	
Lock 1, Albany	867	1,131	1,064	1,086	1,148	1,266	1,113	.....
Lock 2, Albany	1,092	1,683	1,424	1,475	1,585	1,741	1,249	.....
Lower side-cut, West Troy	288	292	279	288	260	374	518	.....
Upper side-cut, West Troy	1,588	2,381	2,204	2,337	2,255	2,323	1,937	.....
Lock 3, West Troy	2,309	1,605	2,833	2,814	2,768	3,065	3,532	.....
Lock No. 1, Oswego	451	967	810	712	701	789	698	.....
Lock 13, Oswego	189	269	217	270	264	290	189	.....
Lock 49, Syracuse	2,512	3,229	2,866	3,099	3,067	3,101	2,550	.....
Lock 50, Geddes	2,522	3,136	2,653	2,862	2,903	2,671	2,396	.....
Lock 23, Erie	2,302	3,211	2,802	2,902	2,970	3,183	2,394	.....
Cayuga and Seneca	205	237	349	379	299	290	218	.....
Black River, No. 1, Rome	196	428	372	417	358	379	232	.....
Mud lock	119	178	163	227	129	201	140	.....
Champlain, at Cohoes .....	.....	.....	.....	.....	.....	.....	8,672	.....
Lock 45, Erie	2,316	3,371	2,957	3,010	3,076	3,155	2,497	.....
Lock No. 66, Erie	2,298	2,785	2,378	2,508	2,654	2,671	1,760	.....
Lockport locks	2,598	3,222	2,793	2,914	3,157	2,975	20,098	.....
Tonawanda lock, Erie	966	1,231	1,534	1,002	989	1,250	856	.....
Oneida improvement	46	56	70	72	67	58	78	.....
Black Rock, Erie	1,974	2,393	2,132	2,098	2,408	1,907	2,184	.....
Waterloo, Cayuga and Seneca	84	176	131	143	117	108	184	.....
Lock No. 2, Oswego	654	538	714	726	714	790	650	.....
Fort Edward lock	1,027	1,586	1,503	1,744	1,728	1,607	1,602	.....

Sloop lock, at Troy.....	450	375	460	395	412	429	567	.....
Lock No. 5, Champlain	1,439	1,598	1,786	1,829	1,758	1,720	1,678	.....
Cayuga, Cayuga and Seneca.....	205	327	349	379	299	302	275	.....
Montezuma, Cayuga and Seneca..	219	366	349	445	364	370	408	.....

STATEMENT of the number of clearances issued at each office on all the canals from 1833 to 1887, inclusive.

YEARS.	ERIE CANAL.									
	New York.	Albany.	West Troy.	Schenec- tady.	Fulton- ville.	Little Falls.	Utica.	Rome.	Syracuse.	Jordan.
1833	.....	8,932	6,698	2,296	.....	749	2,832	1,488	2,305	.....
1834	.....	9,283	6,942	3,203	.....	860	3,211	1,890	3,048	.....
1835	.....	10,967	7,378	3,868	.....	813	3,005	3,007	3,542	.....
1836	.....	10,235	6,801	3,358	1,142	788	3,403	2,087	2,544	.....
1837	.....	9,147	6,394	2,000	1,174	768	3,467	1,908	2,892	.....
1838	.....	9,530	6,530	2,567	977	1,015	3,924	1,804	3,206	.....
1839	.....	8,331	7,607	4,431	1,027	906	3,322	1,750	3,490	.....
1840	.....	8,860	6,868	4,678	954	999	2,780	1,688	3,510	.....
1841	.....	9,620	7,170	2,560	904	1,070	3,155	1,749	4,161	.....
1842	.....	9,293	7,143	1,235	882	636	3,316	1,423	3,614	.....
1843	.....	8,600	7,813	1,244	1,025	612	3,564	1,452	3,922	.....
1844	.....	10,345	9,048	1,073	775	481	3,465	1,497	4,735	.....
1845	.....	10,240	9,811	1,068	978	542	3,838	1,950	4,447	.....
1846	989	10,170	10,308	1,149	912	700	3,889	1,959	4,409	.....
1847	1,560	12,637	11,630	1,120	993	683	4,762	2,254	5,710	.....
1848	1,141	10,501	11,008	1,194	834	761	4,817	2,332	5,217	.....
1849	1,502	10,920	10,840	1,170	738	568	3,325	1,941	3,229	.....
1850	2,175	11,694	11,776	1,006	868	585	4,202	2,473	2,935	.....
1851	2,634	12,408	11,515	851	696	506	5,013	2,829	2,733	.....
1852	2,649	12,687	12,247	976	849	648	3,468	3,645	2,338	.....
1853	2,820	13,058	11,988	849	541	534	3,208	5,795	2,554	.....

1854	3,219	11,136	9,958	862	493	603	3,975	3,967	4,006	872
1855	2,377	8,676	9,501	881	552	554	3,958	4,196	3,344	588
1856	2,605	7,713	11,996	696	527	503	3,566	2,818	3,993	783
1857	1,724	6,128	8,017	576	444	507	3,441	3,213	4,273	611
1858	1,603	6,859	8,097	435	398	461	3,164	2,923	3,945	617
1859	1,361	6,184	7,349	579	479	453	3,167	3,194	3,808	547
1860	2,439	7,524	10,344	541	433	463	3,225	2,883	4,017	
1861	2,695	6,710	9,358	607	637	534	3,171	2,761	4,728	
1862	1,311	8,301	11,233	557	518	466	3,148	2,873	5,044	
1863	1,376	7,242	11,065	509	448	448	3,272	2,981	4,054	
1864	2,279	6,011	8,649	415	343	345	2,913	2,444	3,500	
1865	2,787	5,377	7,417	577	316	367	3,054	2,479	3,406	
1866	3,079	6,392	7,829	644	305	376	3,436	2,957	3,365	
1867	2,765	6,176	8,578	556	341	362	3,055	2,390	3,712	
1868	3,052	6,000	7,649	672	384	342	3,003	2,524	4,024	
1869	2,693	5,685	7,001	676	373	366	3,719	2,701	4,224	
1870	2,376	5,851	8,331	912	474	370	3,722	2,728	4,459	
1871	2,473	6,196	7,474	885	419	328	2,408	2,746	4,753	
1872	4,174	6,111	8,080	985	343	314	2,307	2,551	4,234	
1873	3,541	5,165	8,098	1,068	393	300	1,977	1,198	5,440	
1874	2,797	5,228	7,378	857	381	347	2,334	1,865	3,860	
1875	2,735	3,918	6,425	577	461	272	1,664	1,499	3,430	
1876	2,319	3,852	6,805	649	448	320	1,202	1,478	3,289	
1877	4,530	4,361	6,893	.....	.....	.....	1,306	1,361	4,016	
1878	4,921	5,321	8,182	.....	.....	.....	1,037	1,393	2,975	
1879	5,777	4,620	7,128	.....	.....	.....	1,020	1,449	3,120	
1880	6,733	5,478	8,938	.....	.....	.....	1,190	1,545	3,644	
1881	.....	5,515	9,389	.....	.....	.....	2,312	.....	3,657	
1882	.....	6,194	10,033	.....	.....	.....	2,397	.....	3,798	

STATEMENT of the number of clearances issued at each office on all the canals, etc. — (Continued).

YEARS.	ERIE CANAL.								
	Montezuma.	Lyons.	Palmyra.	Rochester.	Brockport.	Albion.	Medina.	Lockport.	Tonaw'nda.
1833.....	2,721	560	638	3,270	841	588	.....	782	.....
1834.....	4,660	750	810	4,479	1,018	579	.....	924	.....
1835.....	2,340	621	564	4,347	865	586	.....	1,230	.....
1836.....	5,441	479	602	4,880	700	437	.....	1,060	.....
1837.....	4,682	852	597	4,902	598	597	.....	719	.....
1838.....	4,732	615	604	4,379	459	414	.....	616	.....
1839.....	4,964	623	681	4,401	546	519	.....	872	.....
1840.....	4,988	779	1,169	5,940	625	618	.....	687	.....
1841.....	5,336	621	762	6,080	581	750	.....	1,423	.....
1842.....	3,927	536	877	6,064	702	876	.....	1,113	.....
1843.....	4,034	417	632	5,893	611	744	.....	1,162	.....
1844.....	4,350	237	429	5,819	479	481	.....	1,002	.....
1845.....	5,036	373	605	6,320	500	545	.....	1,188	.....
1846.....	5,179	502	654	7,524	554	646	.....	1,452	.....
1847.....	5,720	529	731	8,630	600	731	.....	1,545	.....
1848.....	6,111	715	748	7,800	1,076	661	.....	2,001	.....
1849.....	4,234	501	683	6,907	3,167	697	.....	1,741	.....
1850.....	4,049	444	723	5,642	1,228	748	.....	2,060	.....
1851.....	3,994	561	729	6,286	874	696	715	1,612	1,331
1852.....	3,941	502	677	5,476	934	458	728	1,379	1,979
1853.....	4,183	426	556	5,054	846	283	802	1,283	2,254
1854.....	5,937	496	432	4,710	466	446	681	1,029	1,951
1855.....	5,359	550	355	3,861	749	551	1,382	1,103	1,607
									1,858

STATEMENT of the number of clearances issued at each office on all the canals, etc.— (Continued).

YEARS.	ERIE CANAL.								
	Montezuma.	Lyons.	Palmyra.	Rochester.	Brockport.	Albion.	Medina.	Lockport.	Tonawanda.
1856.	4,756	379	464	3,785	588	270	866	889	1,486
1857.	4,274	375	370	3,033	413	265	840	861	1,356
1858.	3,120	377	361	3,506	383	295	662	878	1,018
1859.	3,455	471	415	3,164	419	284	598	819	857
1860.	3,787	415	432	3,680	428	444	512	1,030	1,126
1861.	3,792	454	362	3,519	386	353	390	998	899
1862.	4,441	.....	534	3,954	197	400	.....	1,030	997
1863.	4,735	.....	566	4,245	529	462	.....	1,304	1,074
1864.	4,422	.....	433	2,716	383	272	.....	1,233	1,084
1865.	4,316	.....	400	2,225	329	310	.....	966	854
1866.	5,209	.....	423	2,584	247	285	.....	977	863
1867.	4,572	.....	450	2,199	375	339	.....	932	896
1868.	5,989	.....	462	2,769	346	308	.....	943	895
1869.	5,842	.....	513	1,857	301	354	441	732	1,025
1870.	6,458	.....	567	1,857	334	317	545	746	1,071
1871.	5,808	.....	550	1,917	365	347	652	789	1,054
1872.	6,640	.....	472	1,880	292	264	422	623	1,065
1873.	7,486	.....	625	2,449	349	351	588	897	1,485
1874.	5,924	.....	627	1,674	371	357	577	936	1,838
1875.	4,792	.....	496	1,340	344	369	416	652	1,559
1876.	4,342	.....	423	1,426	377	335	373	511	1,932
1877.	2,832	.....	.....	1,480	.....	.....	.....	.....	2,375
1878.	2,829	.....	.....	1,143	.....	.....	.....	.....	2,358

STATEMENT of the number of clearances issued at each office on all the canals, etc.— (Continued).

YEARS.	ERIE.		Total.	CHAMPLAIN.					
	Black Rock.	Buffalo.		Waterford and Sloop lock.	Schuyler-ville.	Fort Edward.	Glens Falls.	Whitehall.	Total.
1833.....	.....	2,774	37,571	2,616	1,349	.....	.....	2,869	6,834
1834.....	.....	4,008	45,662	3,484	1,498	.....	.....	3,245	8,228
1835.....	.....	5,173	49,308	3,564	1,606	.....	.....	3,957	8,127
1836.....	.....	5,816	48,773	2,880	1,580	.....	.....	3,867	8,325
1837.....	.....	4,755	45,051	1,771	1,414	.....	.....	3,034	6,319
1838.....	.....	5,970	46,342	1,462	1,411	.....	.....	3,290	6,163
1839.....	.....	5,013	49,392	1,538	1,493	.....	.....	3,356	6,387
1840.....	979	4,851	50,959	952	1,285	.....	.....	3,802	6,039
1841.....	956	5,682	53,193	1,416	1,653	.....	.....	3,534	6,603
1842.....	1,459	5,174	47,959	706	1,434	.....	.....	3,275	4,709
1843.....	1,149	5,994	48,942	820	1,242	.....	.....	3,061	4,303
1844.....	2,222	6,900	51,609	939	1,401	.....	.....	3,509	4,911
1845.....	1,377	6,375	55,190	1,045	1,605	.....	.....	3,523	5,128
1846.....	1,535	8,212	60,743	1,415	1,675	.....	.....	3,515	6,605
1847.....	1,831	11,136	72,801	1,100	1,759	.....	.....	4,078	6,937
1848.....	1,145	9,407	66,462	1,295	1,540	.....	.....	3,619	6,454
1849.....	1,504	9,132	60,769	866	775	.....	866	3,849	5,996
1850.....	937	9,805	64,732	814	702	.....	1,013	4,429	6,958
1851.....	999	10,380	68,120	807	908	.....	1,101	3,950	6,766
1852.....	1,243	9,662	66,760	1,205	1,089	.....	2,273	4,146	7,714
1853.....	1,517	9,248	67,497	1,644	1,108	.....	1,612	5,501	9,861
1854.....	1,047	9,833	65,875	1,176	1,123	.....	1,515	3,967	7,785

1855	1,134	9,874	61,405	1,122	1,264	.....	1,210	3,825	7,421
1856	1,143	7,982	57,828	860	1,131	.....	1,585	4,049	7,625
1857	.....	6,455	47,176	1,929	1,118	.....	1,314	3,393	7,754
1858	.....	6,306	45,408	2,813	.....	2,543	.....	3,451	8,807
1859	.....	4,839	42,442	3,160	.....	2,691	.....	4,041	9,892
1860	.....	7,541	51,264	3,658	.....	2,576	.....	4,061	10,295
1861	.....	9,584	51,938	2,796	.....	2,487	.....	2,539	7,822
1862	.....	11,185	56,189	3,704	.....	2,341	.....	3,573	9,618
1863	.....	9,556	53,861	3,643	.....	2,864	.....	4,361	10,868
1864	.....	7,943	45,385	3,473	.....	2,760	.....	4,099	10,332
1865	.....	6,944	42,124	2,668	.....	2,632	.....	4,016	9,336
1866	.....	8,519	47,490	3,600	.....	2,791	.....	4,979	11,370
1867	.....	7,664	45,362	5,184	.....	2,784	.....	5,179	13,147
1868	.....	7,761	47,123	3,916	.....	3,228	.....	4,812	11,956
1869	.....	6,725	45,228	4,564	.....	2,632	.....	4,671	11,867
1870	.....	6,835	47,953	3,718	.....	2,380	.....	5,356	11,454
1871	.....	8,795	48,959	4,651	.....	2,713	.....	5,015	12,379
1872	.....	8,659	49,416	4,528	.....	3,040	.....	5,870	13,438
1873	.....	9,063	51,473	3,681	.....	2,204	.....	4,929	10,814
1874	.....	7,643	44,994	3,591	.....	2,494	.....	3,967	10,052
1875	.....	6,365	37,284	3,261	.....	2,116	.....	3,877	9,254
1876	.....	4,850	34,931	2,464	.....	1,807	.....	3,283	7,554
1877	.....	6,938	36,092	2,002	.....	2,010	.....	3,535	7,547
1878	.....	9,047	39,206	2,248	.....	2,349	.....	3,390	7,987
1879	.....	8,708	37,677	2,244	.....	1,701	.....	3,856	7,801
1880	.....	10,623	44,739	2,462	.....	1,995	.....	4,868	9,325
1881	.....	6,317	32,091	3,237	.....	.....	.....	3,858	7,095
1882	.....	6,613	34,353	3,713	.....	.....	.....	3,949	7,662
1883	.....	6,801	.....	3,851	.....	.....	.....	3,685	.....

STATEMENT of the number of clearances issued at each office on all the canals, etc. — (Continued).

YEARS.	ERIE.			CHAMPLAIN.					
	Black Rock	Buffalo.	Total.	Waterford and Sloop lock.	Schnyler-ville.	Fort Edward.	Glens Falls.	Whitehall.	Total.
1884.	6,412	29,599	3,474	.....	.....	.....	2,754	6,228
1885.	5,670	27,626	3,473	.....	.....	.....	2,722	6,195
1886.	7,414	31,245	3,060	.....	.....	.....	3,114	6,174
1887.	7,925	36,113	3,001	..	.....	.....	3,538	6,539

STATEMENT of the number of clearances issued at each office on all the canals, etc. — (Continued).

YEARS.	OSWEGO.				CAYUGA AND SENECA.			
	Salina.	Phoenix.	Oswego.	Total.	Seneca Falls.	Geneva.	Ithaca.	Total.
1833	2,825	.....	914	3,739	.....	1,086	.....	.....
1834	5,230	.....	1,637	6,867	.....	1,894	.....	.....
1835	5,488	.....	2,275	7,763	.....	1,692	.....	.....
1836	4,842	.....	2,028	6,870	.....	1,730	.....	.....
1837	4,878	.....	1,773	6,651	.....	1,385	.....	.....
1838	5,782	.....	2,082	7,864	.....	1,361	.....	.....
1839	6,071	.....	2,385	8,456	.....	1,213	.....	.....
1840	5,492	.....	1,980	7,472	.....	1,223	.....	.....
1841	6,286	.....	2,839	9,125	.....	1,421	.....	.....
1842	4,530	.....	2,343	6,877	.....	1,397	.....	.....
1843	5,544	.....	2,407	7,951	.....	1,068	.....	.....
1844	6,841	.....	3,363	10,204	.....	1,249	.....	.....
1845	6,877	.....	3,419	10,296	.....	1,449	.....	.....
1846	9,169	.....	3,898	13,067	.....	1,881	.....	.....
1847	8,172	.....	4,666	12,838	.....	1,814	.....	.....
1848	8,299	.....	4,177	12,476	.....	1,632	.....	.....
1849	3,933	.....	3,928	7,861	.....	269	.....	.....
1850	3,773	.....	3,978	7,751	.....	289	.....	.....
1851	3,298	.....	4,773	8,071	.....	1,036	.....	.....
1852	3,050	.....	5,794	8,844	.....	954	.....	.....
1853	3,298	.....	5,831	9,129	.....	1,016	.....	.....
1854	5,943	2,372	5,001	13,316	1,002	855	.....	1,857

STATEMENT of the number of clearances issued at each office on all the canals, etc.— (Continued).

YEARS.	OSWEGO.				CATUGA AND SENECA.			
	Salina.	Phoenix.	Oswego.	Total.	Seneca Falls.	Geneva.	Ithaca.	Total.
1855	5,463	2,293	5,092	12,848	1,120	851	.....	1,971
1856	5,857	2,137	6,833	14,827	845	562	1,032	2,439
1857	4,390	1,414	4,329	10,133	545	640	912	2,097
1858	6,533	1,888	5,117	13,538	594	770	376	1,740
1859	5,667	1,371	3,988	11,026	543	834	341	1,708
1860	6,050	1,985	6,263	14,298	878	1,091	.....	1,969
1861	5,720	1,470	5,306	12,496	634	1,017	.....	1,651
1862	6,542	1,576	5,483	13,601	.....	1,508	.....	1,508
1863	6,020	1,258	4,720	11,998	.....	1,192	.....	1,192
1864	4,528	959	3,767	9,254	.....	1,533	.....	1,533
1865	4,510	1,011	3,798	9,319	.....	2,071	.....	2,071
1866	5,136	883	4,273	10,992	.....	2,464	.....	2,464
1867	4,354	789	4,021	9,164	.....	2,385	.....	2,385
1868	4,415	813	4,129	9,357	.....	3,414	.....	3,414
1869	3,832	620	4,012	8,464	.....	3,435	.....	3,435
1870	3,522	676	3,955	8,153	.....	3,217	.....	3,217
1871	3,395	692	3,907	7,994	.....	2,786	.....	2,786
1872	3,710	529	3,303	7,542	.....	2,572	.....	2,572
1873	3,236	520	2,929	6,685	.....	2,648	.....	2,648
1874	2,980	564	2,877	6,421	.....	2,136	.....	2,136
1875	2,007	452	2,035	4,494	.....	1,392	.....	1,392
1876	2,181	.....	1,717	3,898	.....	853	.....	853
1877	.....	.....	1,902	1,902	.....	1,700	.....	1,700

1878	.....	.....	.....	.....	1,516	1,516	.....	1,091	.....	1,091
1879	.....	.....	.....	.....	1,803	1,803	.....	751	.....	751
1880	.....	.....	.....	.....	2,241	2,241	.....	817	.....	817
1881	.....	.....	.....	.....	2,075	2,075	.....	717	.....	717
1882	.....	.....	.....	.....	2,200	2,200	.....	745	.....	745
1883	.....	.....	.....	.....	1,809	.....	.....	797	.....	.....
1884	.....	.....	.....	.....	1,265	1,265	.....	748	.....	748
1885	.....	.....	.....	.....	1,255	1,255	.....	725	.....	725
1886	.....	.....	.....	.....	1,281	1,281	.....	680	.....	680
1887	.....	.....	.....	.....	916	916	.....	978	.....	978

STATEMENT of the number of clearances issued at each office on all the canals, etc.— (Continued).

YEARS.	CHEMUNG.					CROOKED LAKE.			CHENANGO.			
	Havana.	Watkins.	Horse-heads,	Corning.	Total.	Dresden.	Penn Yan.	Total.	Hamilton.	Oxford.	Binghamton.	Total.
1833	82	.....	170	.....	1,253	153	.....	153	.....	.....	.....	.....
1834	662	.....	595	.....	1,247	406	490	896	.....	.....	.....	.....
1835	911	.....	851	.....	1,892	424	651	1,075	.....	.....	.....	.....
1836	1,000	.....	951	.....	1,951	512	667	1,779	.....	.....	.....	.....
1837	967	.....	737	.....	1,704	448	550	998	.....	.....	.....	.....
1838	879	.....	741	.....	1,620	437	521	958	183	167	162	517
1839	895	.....	729	.....	1,624	403	527	930	399	304	366	1,069
1840	798	.....	755	.....	1,553	111	403	814	303	369	208	880
1841	1,153	.....	1,442	.....	3,595	414	476	890	228	298	237	763
1842	1,013	.....	1,348	.....	3,361	413	318	731	316	422	301	1,039
1843	1,119	.....	1,350	.....	3,468	448	516	964	252	358	205	815
1844	1,371	.....	1,679	.....	3,050	447	529	976	344	343	281	968
1845	1,534	.....	1,134	.....	3,696	624	571	1,195	262	509	357	1,128
1846	1,515	.....	1,314	1,028	3,699	778	500	1,278	258	491	440	1,189
1847	1,941	.....	1,339	870	4,440	750	510	1,300	263	430	514	1,207
1848	1,884	.....	1,457	1,152	4,569	555	589	1,184	425	502	550	1,447
1849	1,714	.....	1,024	1,228	3,843	559	466	1,025	546	493	506	1,545
1850	1,714	.....	914	1,105	3,839	560	482	1,042	335	335	319	989
1851	1,702	.....	890	1,211	3,828	505	411	916	348	512	435	1,295
1852	1,814	.....	946	1,235	3,999	418	409	827	274	322	311	907
1853	2,224	.....	1,174	1,621	5,019	458	458	916	488	462	623	1,603
1854	2,772	.....	1,700	2,158	6,630	371	334	705	588	372	802	1,762
1855	2,218	.....	1,234	1,815	5,267	367	393	768	496	482	921	1,899
									697	405	852	1,954

[illegible]

STATEMENT of the number of clearances issued at each office on all the canals, etc. — (Continued).

YEARS.	GENESEE VALLEY.						Total.
	Scottsville.	Mt. Morris.	Dansville.	Oramel.	Caneadea.	Olean.	
1833	.....	.....	.....	.....	.....	.....	.....
1834	.....	.....	.....	.....	.....	.....	.....
1835	.....	.....	.....	.....	.....	.....	.....
1836	.....	.....	.....	.....	.....	.....	.....
1837	.....	.....	.....	.....	.....	.....	.....
1838	.....	.....	.....	.....	.....	.....	.....
1839	.....	.....	.....	.....	.....	.....	.....
1840	..... 478	.....	.....	.....	.....	.....	..... 574
1841	..... 1,096	.....	.....	.....	.....	.....	..... 1,096
1842	..... 1,034	.....	..... 531	.....	.....	.....	..... 1,565
1843	..... 1,217	.....	..... 592	.....	.....	.....	..... 1,807
1844	..... 1,297	.....	..... 748	.....	.....	.....	..... 2,045
1845	..... 1,411	.....	..... 812	.....	.....	.....	..... 2,223
1846	..... 1,474	.....	..... 892	.....	.....	.....	..... 2,366
1847	..... 1,309	.....	..... 974	.....	.....	.....	..... 2,283
1848	..... 1,284	.....	..... 1,105	.....	.....	.....	..... 2,389
1849	..... 1,084	.....	..... 1,078	.....	.....	.....	..... 2,162
1850	..... 1,210	.....	..... 1,015	.....	.....	.....	..... 2,225
1851	..... 428	..... 355	..... 1,025	..... 329	.....	.....	..... 2,037
1852	..... 555	..... 261	..... 728	..... 270	.....	.....	..... 2,014
1853	..... 714	..... 983	..... 686	..... 514	.....	.....	..... 2,897

1854	614	1,166	453	935	.....	2,968
1855	432	1,093	441	468	.....	2,434
1856	509	1,008	379	439	.....	2,333
1857	402	1,049	319	482	153	2,405
1858	338	951	289	415	321	2,314
1859	369	827	276	404	342	2,233
1860	349	692	259	.....	429	2,163
1861	293	576	147	.....	328	1,711
1862	.....	882	181	.....	556	2,146
1863	.....	694	140	.....	570	1,952
1864	.....	485	132	.....	335	1,315
1865	.....	477	112	.....	134	1,001
1866	.....	473	151	.....	378	1,437
1867	.....	392	124	.....	259	1,178
1868	.....	577	132	.....	407	1,619
1869	.....	565	125	.....	297	1,285
1870	.....	435	142	.....	468	1,437
1871	.....	344	137	.....	500	1,304
1872	.....	433	119	.....	492	1,444
1873	.....	567	128	.....	466	1,576
1874	.....	582	.....	.....	371	1,265
1875	.....	461	.....	.....	405	866
1876	.....	435	.....	.....	286	721
1877	.....	365	.....	.....	216	581
1878	.....	249	.....	.....	117	366
1879	.....	.....	.....	.....	.....	.....
1880	.....	.....	.....	.....	.....	.....
1881	.....	.....	.....	.....	.....	.....
1882	.....	.....	.....	.....	.....	.....

STATEMENT of the number of clearances issued at each office on all the canals, etc.— (Continued).

YEARS.	BLACK RIVER.			ONEIDA LAKE.	SENECA RIVER TOWING PATH.		Total.
	Total.				Baldwinsville.		
	Boonville.	Lyons Falls.					
1833.	49,636
1834.	64,494
1835.	69,767
1836.	68,830
1837.	62,525
1838.	65,377
1839.	68,882
1840.	69,301
1841.	76,526
1842.	574	.....	67,515
1843.	1,101	.....	69,720
1844.	1,250	.....	76,409
1845.	1,237	.....	81,629
1846.	1,260	.....	89,933
1847.	1,089	.....	105,198
1848.	1,307	.....	98,325
1849.	1,677	.....	75,648
1850.	2,304	.....	29,184
1851.	393	.....	92,926
1852.	530	.....	530	.....	695	.....	93,842
1853.	609	.....	609	.....	1,187	.....	109,148
	674	.....	674	.....	1,073	.....

STATEMENT of the number of clearances issued at each office on all the canals, etc. — (Concluded).

YEARS.	BLACK RIVER.		ONEIDA LAKE.	SENECA RIVER TOWING PATH.		Total.
	Boonville.	Lyons Falls.		Higgins.	Baldwinsville.	
1854.	817	.....	817	2,563	491	104,902
1855.	933	.....	933	2,393	470	97,856
1856.	834	.....	834	3,177	494	98,214
1857.	900	.....	900	1,284	.....	79,425
1858.	868	.....	868	1,339	.....	80,985
1859.	989	.....	989	1,072	.....	78,354
1860.	904	.....	904	672	.....	89,186
1861.	917	.....	917	472	.....	84,634
1862.	1,019	.....	1,019	.....	.....	91,972
1863.	1,157	.....	1,157	.....	.....	90,065
1864.	924	.....	924	.....	.....	76,981
1865.	931	.....	931	.....	.....	70,449
1866.	1,153	.....	1,153	.....	.....	81,734
1867.	1,065	.....	1,065	.....	.....	78,416
1868.	818	313	1,131	.....	.....	79,897
1869.	795	440	1,235	.....	.....	76,658
1870.	776	577	1,353	.....	.....	78,291
1871.	577	604	1,181	.....	.....	77,878
1872.	599	668	1,267	.....	.....	78,806
1873.	427	590	1,017	.....	.....	77,372
1874.	835	.....	835	.....	.....	68,398

1875	1875	754	754	55,328
1876	1876	824	824	50,243
1877	1877	734	734	48,672
1878	1878	776	776	51,029
1879	1879	873	873	48,905
1880	1880	1,039	1,039	58,161
1881	1881	1,098	1,098	43,076
1882	1882	1,224	1,224	46,184
1883	1883	1,406	1,406	42,739
1884	1884	1,269	1,269	.....
1885	1885	.....	.....	.....
1886	1886	1,213	1,213	40,587
1887	1887	175	1,175	42,721

The following table gives the number of boats registered each year since 1844, the total tonnage each year, and the average tonnage of each boat registered.

YEARS.	Boats.	Tons.	Average of boats.
1844.....	378	24,360	64 tons.
1845.....	297	19,781	67 do
1846.....	477	34,630	73 do
1847.....	466	110,745	76 do
1848.....	457	33,815	74 do
1849.....	215	16,370	76 do
1850.....	152	12,260	80 do
1851.....	213	18,450	87 do
1852.....	271	23,945	88 do
1853.....	590	57,280	97 do
1854.....	760	80,365	105 do
1855.....	471	48,220	102 do
1856.....	364	38,990	107 do
1857.....	329	37,510	114 do
1858.....	255	27,830	109 do
1859.....	206	20,150	98 do
1860.....	403	48,355	120 do
1861.....	619	95,230	154 do
1862.....	850	142,470	168 do
1863.....	771	119,170	177 do
1864.....	399	56,235	141 do
1865.....	200	28,795	144 do
1866.....	485	74,630	154 do
1867.....	520	80,360	155 do
1868.....	387	64,470	167 do
1869.....	298	46,650	157 do
1870.....	269	42,365	157 do
1871.....	194	29,225	151 do
1872.....	326	57,925	178 do
1873.....	433	79,740	184 do
1874.....	239	45,960	183 do
1875.....	102	17,435	171 do
1876.....	75	10,825	144 do
1877.....	69	9,185	133 do
1878.....	300	48,365	161 do
1879.....	382	64,645	169 do
1880.....	439	93,285	212 do
1881.....	368	69,065	188 do
1882.....	93	13,275	143 do
1883.....	76	11,361	149 do

Number of boats registered since 1844, tonnage, etc.—(Concluded).

YEARS.	Boats.	Tons.	Average of boats.
1884.....	60	9,999	166 tons.
1885.....	34	5,596	164 do
1886.....	53	11,005	208 do
1887.....	157	34,298	218 do

*Equalized value of the real and personal property in this State for
year 1887.*

Albany	\$86,606,307
Alleghany	14,395,123
Broome	21,383,568
Cattaraugus	16,050,985
Cayuga	30,631,543
Chautauqua	25,649,740
Chemung	18,718,275
Chenango	17,982,340
Clinton	9,766,255
Columbia	29,984,129
Cortland	11,108,469
Delaware	13,921,534
Dutchess	44,532,280
Erie	127,763,104
Essex	10,515,260
Franklin	8,026,235
Fulton	8,383,735
Genesee	21,384,810
Greene	13,760,299
Hamilton	1,157,600
Herkimer	23,739,092
Jefferson	23,638,204
Kings	342,116,976
Lewis	9,039,285
Livingston	25,395,180
Madison	19,797,535
Monroe	85,964,190
Montgomery	23,877,638
New York	1,500,550,825
Niagara	26,097,826
Oneida	58,146,279
Onondaga	63,265,563
Ontario	29,389,870
Orange	42,953,974
Orleans	14,816,444
Oswego	23,655,679
Otsego	22,544,650
Putnam	7,483,530
Queens	44,464,675
Rensselaer	60,545,955

Richmond.....	\$12,271,105
Rockland.....	13,394,485
Saratoga.....	23,189,435
Schenectady.....	12,772,451
Schoharie.....	10,297,219
Schuyler.....	7,248,620
Seneca.....	15,847,372
St. Lawrence.....	24,476,678
Steuben.....	22,776,074
Suffolk.....	17,262,646
Sullivan.....	5,427,300
Tioga.....	12,084,525
Tompkins.....	15,450,670
Ulster.....	25,443,300
Warren.....	6,555,175
Washington.....	22,501,173
Wayne.....	25,404,569
Westchester.....	82,375,217
Wyoming.....	14,922,986
Yates.....	12,721,716
Total.....	<u><u>\$3,361,128,177</u></u>

Total tonnage of all the property on the canals ascending and descending, and the value for the fifty years preceding, is as follows:

YEARS.	Tons.	Value.
1837.....	1,171,296	\$55,809,288
1838.....	1,333,011	65,746,559
1839.....	1,435,713	73,399,764
1840.....	1,416,046	66,303,892
1841.....	1,521,661	92,202,929
1842.....	1,236,931	60,016,608
1843.....	1,513,439	76,276,909
1844.....	1,816,586	90,921,152
1845.....	1,977,565	100,629,859
1846.....	2,268,662	115,612,109
1847.....	2,869,810	151,563,428
1848.....	2,796,230	140,086,157
1849.....	2,894,732	144,732,285
1850.....	3,076,617	156,397,929
1851.....	2,582,733	159,981,801
1852.....	3,863,441	196,603,517
1853.....	4,247,853	207,179,570
1854.....	4,165,862	210,284,312
1855.....	4,022,617	204,390,147
1856.....	4,116,082	218,327,062
1857.....	3,344,061	136,997,018
1858.....	3,665,192	138,568,844
1859.....	3,781,684	132,160,758
1860.....	4,650,214	170,849,198
1861.....	4,507,635	130,115,893
1862.....	5,598,785	203,234,331
1863.....	5,557,692	240,046,461
1864.....	4,852,941	274,400,639
1865.....	4,729,654	256,237,104
1866.....	5,775,220	270,963,676
1867.....	5,688,325	278,956,712
1868.....	6,442,225	305,301,929
1869.....	5,859,080	249,281,284
1870.....	6,173,769	231,836,176
1871.....	6,467,888	238,767,691
1872.....	6,673,370	220,913,321
1873.....	6,364,782	191,715,500
1874.....	5,804,588	196,674,322
1875.....	4,859,958	145,008,575
1876.....	4,172,129	113,090,379
1877.....	4,955,963	128,923,890
1878.....	5,171,320	182,254,528

Tonnage of property — (Concluded).

YEARS.	Tons.	Value.
1879.....	5,362,372	\$285,280,726
1880.....	6,457,656	247,844,790
1881.....	5,179,192	162,153,565
1882.....	5,467,423	147,918,907
1883.....	5,664,056	147,861,223
1884.....	5,009,488	162,097,069
1885.....	4,731,784	119,536,189
1886.....	5,293,982	180,061,846
1887.....	5,553,805	157,245,977

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STATE OF NEW YORK.

No. 69.

IN ASSEMBLY,

MARCH 20, 1888.

REPORT

OF THE SUB-COMMITTEE OF THE WHOLE.

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 305 (G. O. 125, Introductory No. 360), entitled "An act to provide for a fair and reasonable opportunity for competition in the letting of public contracts," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Rosenthal
Grippin	Cheney, W. W.	Adams	Martin
Knapp	McKenzie	Cheney, H.	Defendorf
Brown			

13

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 368 (G. O. 155, Introductory No. 357), entitled "An act for the protection of purchasers of coal in cities of 1,200,000 inhabitants or over," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Adams	Martin
Grippin	Hughes	Cheney, H.	Defendorf
Knapp	Cheney, W. W.	Rosenthal	Weidner
Brown	Dinehart		

14

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 421 (G. O. 159, Introductory No. 75), entitled "An act to amend chapter 482 of the Laws of 1875, entitled 'An act to confer on boards of supervisors further powers of local legislation and administration, and to regulate the compensation of supervisors,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Cheney, H.,	
Gripping	Cheney, W. W.,	Adams	Rosenthal	
Brown	McKenzie			10

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 460 (G. O. 175, Introductory No. 247), entitled "An act to release to Theodore Derksen the right, title and interest of the people of the State of New York in and to certain real estate in the city of Buffalo, Erie county," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Cheney, H.,	
Gripping	Cheney, W. W.,	Adams	Rosenthal	
Brown	McKenzie			10

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 463 (G. O. 178, Introductory No. 605), entitled "An act to authorize the comptroller of the city of New York to examine the claim of Richard D. Hamilton, and to audit and pay the amount justly due," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Cheney, H.	
Gripping	Cheney, W. W.	Adams	Rosenthal	
Brown	McKenzie			10

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No 465 (G. O. 180, Introductory No. 549), entitled "An act to amend section 2 of chapter 555 of the Laws of 1864, entitled 'An act to revise and consolidate the general acts relating to public instruction,' prescribing the powers and duties of

the superintendent," reported in favor of the passage of the same, with an amendment, as follows :

Change the word "five" to "four," in the first line of section 2.

Said bill was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Rosenthal	
Grippin	Cheney, W. W.	Adams	Martin	
Brown	McKenzie	Cheney, H.	Defendorf	12

FOR THE NEGATIVE.

Knapp				1
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Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 471 (G. O. 188, Introductory No. 356), entitled "An act to alter the commissioners' map of the city of Brooklyn," reported in favor of the passage of the same without amendment

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Dinehart	Rosenthal	
Grippin	Cheney, W. W.	Adams	Martin	
Brown	McKenzie	Cheney, H.	Defendorf	12

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 518 (G. O. 205, Introductory No. 706), entitled "An act to amend chapter 298 of the Laws of 1883, entitled 'An act to provide for the government of the city of Albany,' by adding thereto title 23, creating a commission of excise for the city of Albany," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McKenzie	Adams	Rosenthal	
Knapp	Dinehart	Cheney, H.	Martin	
Cheney, W. W.				9

FOR THE NEGATIVE.

Brown	Hughes	Defendorf		3
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24
over:

STATE OF NEW YORK.

No. 70.

IN ASSEMBLY,

MARCH 20, 1888.

REPORT

OF THE

SUPERINTENDENT OF STATE PRISONS, IN RESPONSE
TO A RESOLUTION ADOPTED BY THE ASSEMBLY,
MARCH 5, 1888.

STATE OF NEW YORK:

OFFICE OF THE SUPERINTENDENT OF STATE PRISONS, }
ALBANY, *March 17, 1888.*

To the Assembly:

On the fifth instant the Assembly adopted the following resolution:

“Resolved, That the Superintendent of State Prisons be requested to ascertain and report to this House within ten days the number of prisoners in confinement in the various penitentiaries in this State, on the first day of March, 1888, whose support is a charge upon the various counties of this State, showing separately for each county the number sentenced for felonies and for misdemeanors; also the total amount paid by each of the counties during the last fiscal year for the transportation of prisoners to and from penitentiaries, and the amount paid during the same period for the support of prisoners in penitentiaries.”

As this department is in no way connected with the county penitentiaries and has nothing whatever to do with the transportation of prisoners to or from penitentiaries, I am not in possession of the statistics called for by the resolution, but such information as I have been able to gather by correspondence with the treasurers of the different counties and the authorities in charge of the several penitentiaries, I transmit herewith.

Respectfully,

AUSTIN LATHROP,

Superintendent of State Prisons.

TABLE A.

Showing the number of prisoners, from each county, confined in the several County Penitentiaries, sentenced for felonies and misdemeanors; also the amounts paid for transportation of prisoners to penitentiaries and for their support, during the last fiscal year, as reported by the Superintendents of Penitentiaries or County Treasurers.

COUNTY.	Paid for transportation. [†]	NUMBER OF PRISONERS.			REMARKS.
		Paid for support.	For felonies.	For misdemeanors.	
Albany.....	.....	.....	13	.....	Albany
Allegany.....	.....	\$169 50	5	1	Erie.....
Broome.....	\$1,574 87	1,363 37	.....	12	Albany
Cattaraugus,	.....	281 10	2	3	Erie.....
Cayuga*.....	340 00	798 50	.....	14	Onondaga..
Chautauqua..	.....	339 78	3	8	Erie.....
Chenango.....	.....	.....	1	1	Onondaga..
Clinton.....	.....	.....	.....	.....	No prisoners in penitentiaries.
Columbia.....	.....	566 73	6	8	Albany
Cortland.....	240 00	596 64	.....	2	Onondaga..
Delaware.....	.....	56 99	1	.....	Albany
Dutchess.....	.....	1,545 98	2	28	Albany
Erie.....	.....	.....	.....	.....	No report as to Erie county.
Essex.....	.....	.....	.....	.....	Nothing paid; no prisoners.
Franklin.....	{	27 85	.....	.....	Albany
Fulton.....	.....	.....	.....	2	Onondaga..
Genesee.....	.....	319 52	1	6	Albany
	.....	40 28	5	3	Erie.....
Greene.....	.....	923 41	.....	2	Albany

For transportation, February 10, 1887, to February 10, 1888, \$35.

TABLE A — (Continued).

COUNTY.	Paid for transportation.†	Paid for support.	NUMBER OF PRISONERS.			Penitentiary.	REMARKS.
			For felons.	For misde-meanors.			
Schuyler*.....	.....	.....	.....	.....	.....	.....	February 10, 1887, to February 10, 1888.
Seneca*.....	.....	\$501 56	.....	.....	.....	.....	No prisoners March first in penitentiaries.
Steuben*.....	\$636 00	957 83	.....	.....	.....	.....	No prisoners.
Suffolk.....	.....	.....	.....	.....	.....	.....	County treasurer reports paid for sup-
Sullivan.....	.....	.....	.....	.....	.....	.....	port, \$444.09; transportation, \$339.00.
Tioga.....	.....	294 00	.....	9	Onondaga..	Onondaga..	
Tompkins*..	224 50	654 64	.....	.....	Onondaga and Monroe	Onondaga and Monroe	
Ulster.....	.....	1,752 66	.....	16	Albany....	Albany....	
Warren.....	.....	176 32	.....	2	Albany....	Albany....	
Washington,	.....	668 00	.....	16	Albany....	Albany....	
Wayne*.....	.....	594 79	.....	.....	Monroe....	Monroe....	
Westchester,	.....	3,957 36	.....	69	Albany....	Albany....	
Wyoming*..	.....	88 21	5	.....	Erie.....	Erie.....	
Yates*.....	31 50	15 32	1	.....	Onondaga..	Onondaga..	February 10, 1887, to February 10, 1888.
Chemung*..	1,506 00	1,721 29	.....	.....	Onondaga..	Onondaga..	February 10, 1887, to February 11, 1888.

* See report, Monroe County Penitentiary, transmitted herewith.

† Many of the County Treasurers report that they are unable to give the amount expended for transportation.

REPORT OF THE MONROE COUNTY PENITENTIARY, N. Y.

March 1, 1888. Prisoners in confinement:

Males	364
Females	49
Total	413

Livingston County.

Six prisoners received, of which one was a tramp.

Board of prisoners from February 10, 1887, to February 10, 1888.	\$103 57
Transportation of prisoners.	1 74

Cayuga County.

Five State prisoners.

Schuyler County.

Ten prisoners received.

Board of prisoners from February 10, 1887, to February 10, 1888.	208 71
Transportation of prisoners.	13 59

Tompkins County.

Twenty-eight prisoners received.

Board of prisoners from February 10, 1887, to February 10, 1888.	389 84
Transportation of prisoners.	26 64

Yates County.

Five prisoners received, of which one was a tramp.

Board of prisoners.	13 32
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Seneca County.

Thirty-four prisoners received, of which two were tramps.

Board of prisoners from February 10, 1887, to February, 1888.	517 56
Transportation of prisoners.	27 29

Chemung County.

One hundred and one prisoners received, of which nine were tramps.

Board of prisoners from February 10, 1887, to February 10, 1888.	1,771 29
Transportation of prisoners.	116 55

Wyoming County.

Seven tramps received.

Ontario County.

Forty-three prisoners received, of which thirteen were tramps.		
Board of prisoners from February 10, 1887, to February 10,		
1888.....	588	52
Transportation of prisoners	11	81

Steuben County.

Sixty-eight prisoners received, of which twenty-eight were tramps.		
Board of prisoners from February 10, 1887 to February 10,		
1888.....	1,776	29
Transportation of prisoners	119	90

Orleans County.

Eighty-nine prisoners, of which seventy-three were tramps.		
Board of prisoners from February 10, 1887 to February 10,		
1888.....	251	57
Transportation of prisoners	5	52

Wayne County.

Eighty prisoners received, of which fifty were tramps.		
Board of prisoners from February 10, 1887 to February 10,		
1888.....	643	75
Transportation of prisoners	3	95

Monroe County.

One thousand and forty-three prisoners received, of which 132 were tramps.

CHARLES A. WEBSTER,
Superintendent.

STATE OF NEW YORK.

No. 71.

IN ASSEMBLY,

MARCH 22, 1888.

REPORT

OF THE SUB-COMMITTEE OF THE WHOLE.

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 334 (G. O. 140, Introductory No. 370), entitled "An act for the relief of the Montefiore Home for Chronic Invalids in the city of New York, and to amend chapter 651 of the Laws of 1886, being an act to amend chapter 410 of the Laws of 1882, entitled 'An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Adams	Defendorf	
Brown	Cheney, W. W.	Cheney, H.	Cashow	
McAdam	Dinehart	Martin	Weidner	12

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 363 (G. O. 150, Introductory No. 279), entitled "An act in relation to the expense of regulating and grading, curb, gutter and flagging One Hundred and Thirty-eighth street from the Boulevard to the Hudson river," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Adams	Defendorf	
Brown	Cheney, W. W.	Cheney, H.	Cashow	
McAdam	Dinehart	Martin	Weidner	12

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 416 (G. O. 164, Introductory No. 51), entitled "An act to amend chapter 410 of the Laws of 1882, entitled 'An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York,' so far as the same relates to assessments for local improvements," reported in favor of the passage of the same with an amendment, as follows:

Strike out all on line 24 after the word "years," and the whole of line 25.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Adams	Defendorf	
Brown	Cheney, W. W.	Cheney, H.	Cashow	
McAdam	Dinehart	Martin	Weidner	12

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 519 (G. O. 206, Introductory No. 676), entitled "An act to provide for the construction and maintenance of an additional public bath in the city of New York," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Cheney, H.	Cashow	
Brown	Cheney, W. W.	Martin	Weidner	
McAdam	Adams			10

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No 510 (G. O. 207, Introductory No. 647), entitled "An act to provide for the establishment of an additional evening high school for males in the city of New York," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Adams	Cashow	
Brown	Cheney, W. W.	Cheney, H.	Weidner	
McAdam	Dinehart	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 494 (G. O. 212, Introductory No. 147), entitled "An act to amend chapter 262 of the Laws of 1887, entitled 'An act to amend chapter 410 of the Laws of 1882, entitled An act to consolidate into one act and to declare the special and local laws

affecting public interests in the city of New York,' so far as the same relates to the park police," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Cheney, W.W.	Cheney, H.	Cashow	11
McAdam	Dinehart	Martin	Weidner	
Hughes	Adams	Defendorf		

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 570 (G. O. 234, Introductory No. 603), entitled "An act to provide for the establishment and maintenance of a public market place for farmers and market gardeners in the city of New York, for the acquisition of lands for this purpose, and for the regulation and management of the same," reported in favor of the passage of the same, with an amendment, to read as follows :

SECTION 1. The commissioners of the sinking fund of the city of New York are hereby authorized and empowered to select, locate and lay out a suitable plot or parcel of land in that portion of the Nineteenth ward of the city of New York above Fifty-seventh street and east of First avenue for a public market place for farmers' wagons, wherein farmers and market gardeners bringing their farm and garden produce to the city of New York in wagons may dispose of the same. The commissioners of the sinking fund of said city, are hereby authorized to purchase in the name of the mayor, aldermen and commonalty of the city of New York, such portions of the lands so selected, located and laid out as are not the property of the city of New York, at such prices as may be mutually agreed upon by the owners of such lands, and said commissioners of the sinking fund, provided that in no case shall any such lands be purchased, nor any price be agreed upon for the same, without the concurrence of the comptroller. The said commissioners, for and in behalf of the mayor, aldermen and commonalty of the city of New York, are also authorized in their discretion, to acquire title to the said lands or any portion thereof, for public use, as and for a public market place, and for that purpose to verify and present a petition to the supreme court at any general or special term thereof, held in the first judicial district, for appointment of three commissioners of estimate and assessment, which petition shall aver that such lands are necessary for said public market place, and that the mayor, aldermen and commonalty of the city of New York have not been able to acquire title thereto, and the reason of such inability. The petition shall also state the names and

places of residence, so far as the same can, by reasonable diligence be ascertained, of the persons who own or hold or claim to own or hold estates or interests in the said lands, and if any such persons are infants, their ages as near as may be shall be stated, and if any such persons are idiots or persons of unsound mind, or are unknown, the fact shall be stated, together with such allegations of liens or incumbrances as may be proper. A copy of such petition, with notice of the time and place the same will be presented to the supreme court, shall be served on all persons whose interests are to be affected by the proceedings at least ten days prior to the presentation of the same to the said court.

§ 2. Such proceedings shall be prosecuted on said petition, and such assessments shall be made by the said commissioners of estimate and assessment under the rule of assessment as prescribed in this act, and by the same proceedings so far as may be consistent with this act, as are provided for in and by chapter eighty-six of the Laws of eighteen hundred and thirteen, entitled "An act to reduce several laws relating particularly to the city of New York into one act," in relation to the opening and laying out streets, avenues, squares or public places, and the several acts amendatory thereof and supplementary thereto, and such assessments shall be controlled and their collection enforced in the same manner provided for in the said acts, and such assessments when confirmed, shall be a lien on the lands assessed until the same be paid, except that the commissioners of estimate and assessment, appointed by the supreme court, shall assess for the taking of the said lands all such parties and persons, lands and tenements, as they may deem to be benefited by the establishment and maintenance of said public market place, to the extent which said commissioners deem said parties, persons, lands and tenements benefited thereby; provided, however, that the whole amount so assessed shall not exceed the sum of forty thousand dollars.

§ 3. The board of docks of said city shall set apart such docks, piers and bulkheads in the East river as shall be sufficient and in the judgment of said board most convenient for the use of boats, barges and other vessels engaged in the business of transporting farm and garden produce, at such rates of wharfage as have been, or shall be, lawfully established.

§ 4. All expenses incurred and damages awarded in carrying out the provisions of this act to an amount not exceeding two hundred and fifty thousand dollars, shall be paid by the comptroller out of the fund for street and park openings, created by chapter one hundred seventy-three, Laws of eighteen hundred eighty-five, entitled "An act concerning the acquiring of title to lands for various public purposes

in the city of New York," and the amount assessed as hereinbefore provided, shall be collected and paid into said fund.

§ 5. The said commissioners of the sinking fund shall have power to call upon any department of the city government, or officer whose salary is paid out of the city treasury, to furnish any drawings, plans or surveys that may be required, as well as for clerical or other assistance, and the same shall be furnished without expense.

§ 6. The lands located and required as a public market place shall be kept for the exclusive use of farmers and market gardeners, and the finance department of said city shall have the exclusive charge and control of said public market place and the wagons engaged in the business of selling farm and garden produce in said city, and shall have power to make suitable regulations concerning fees, the hours during which the business of selling said produce shall be conducted, and of the general management of the same.

§ 7. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 8. This act shall take effect immediately.

Said bill, as amended, was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Hughes	Adams	Defendorf	
Brown	Cheney, W. W.,	Cheney, H.,	Cashow	
McAdam	Dinehart	Martin	Weidner	12

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 628 (G. O. 258, Introductory No. 119), entitled "An act conferring jurisdiction upon the Board of Claims to hear, audit and determine the claim of John C. Frischknecht against the State," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	Cheney, W. W.	Cheney, H.	Cashow	
McAdam	Dinehart	Martin	Weidner	
Hughes	Adams	Defendorf		11

STATE OF NEW YORK.

No. 72.

IN ASSEMBLY,

March 26, 1887.

COMMUNICATION

FROM THE

BOARD OF RAILROAD COMMISSIONERS, IN REPLY TO
A RESOLUTION OF THE ASSEMBLY, RELATIVE TO
FACILITIES FOR QUICK AND CHEAP TRANSPORTA-
TION IN NEW YORK CITY AND ADJACENT DISTRICTS.

STATE OF NEW YORK:

BOARD OF RAILROAD COMMISSIONERS, {
ALBANY, *March 26, 1888.* }

Hon. FREMONT COLE,

Speaker of the Assembly:

SIR.—Herewith, under the instruction of the Board of Railroad Commissioners, I transmit its response to the Assembly resolution of date of February 16, 1888.

Very respectfully,

WILLIAM C. HUDSON,

Secretary.

REPORT.

BOARD OF RAILROAD COMMISSIONERS, }
ALBANY, *March 26, 1888.* }

To the Assembly:

The following resolution of the Assembly was passed February 16, 1888:

STATE OF NEW YORK:

IN ASSEMBLY,
ALBANY, *February 16, 1888.* }

WHEREAS, By reason of the neglect or refusal of the various railroad companies operating railroads running out of New York city, to furnish adequate and quick railroad transportation and communication at seasonable hours and at cheap rates, between the city of New York and the suburbs thereof and adjacent thereto, persons of limited means and the working classes are thereby prevented from procuring cheap and comfortable homes at low cost, within their means; and,

WHEREAS, Owing to the fact that the larger portion of said city has become so valuable for business or other purposes, that portions of said city have become so densely inhabited as to be highly injurious to the health and comfort of large numbers of residents of said city; and

WHEREAS, It is claimed that cheap and comfortable homes could be secured by the working classes and others of limited means, in the outlying portions of said city and adjacent thereto, if adequate, quick and proper railroad transportation was furnished by said railroad companies at suitable hours through, to and from said city at reasonably cheap rates; therefore,

Resolved, That the Railroad Commissioners be requested to ascertain and report to this body within thirty days:

1. What additional facilities for quick and cheap transportation between the city of New York, and the adjacent districts (not

exceeding twenty miles therefrom), should be furnished between limited hours by the railroad companies operating railroads running out of said city.

2. Upon what terms and conditions the same should be furnished, and at what rates of fare.

3. What laws, if any, have been passed by other States relating to the operation of suburban trains to and from large cities in said States, and, if possible, the result of the operation of the same.

4. What legislation is necessary to carry into effect the objects suggested by this resolution.

By order of the Assembly,

(Signed)

C. A. CHICKERING,

Clerk.

In conformity with the above resolution, the board held a public hearing at the Chamber of Commerce in New York, on March sixth, notice of which was given in numerous newspapers. It also made inquiries with regard to the suburban service of other cities, particularly that of Chicago and Boston. It has received no response as yet from the Railway Commissioners of Illinois. From the Railroad Commission of Massachusetts the following letter was received:

COMMONWEALTH OF MASSACHUSETTS:

BOARD OF RAILROAD COMMISSIONERS, }
BOSTON, March 5, 1888. }

WILLIAM C. HUDSON, Esq.,

Sec. Board of Railroad Commissioners, Albany, N. Y.:

DEAR SIR:—Your communication of February twenty-third was duly received, and in reply to your inquiries I enclose a statement of the trains accommodating the suburban passenger traffic on the several railroads terminating in Boston.

The only laws specially affecting this suburban traffic are the following sections of our general railroad law, chapter 212, Public Statutes:

“§ 181. A railroad corporation may make contracts for the conveyance of passengers upon designated trains for a specific distance at fixed times, at such reduced rates of fare as the parties may agree upon. Tickets may be issued for such passengers,

upon which shall be plainly printed the terms upon which they may be used. Such tickets shall not be transferable without the consent of the corporation, nor entitle the holder to ride upon a train not therein désignated.

“§ 183. Every railroad corporation whose railroad runs out from Boston shall furnish on each week day a morning train in and an evening train out for distances not exceeding fifteen miles, or suitable cars attached to other trains, and reaching and leaving Boston at about six o'clock in the forenoon and afternoon, or at such hours as may be fixed by the board; and for such trains shall furnish yearly season tickets at a rate not exceeding three dollars per mile per year, good once a day each way for six days in a week, and quarterly tickets not exceeding one dollar per quarter per mile; provided, that two hundred or more persons make application therefor.”

The board is not aware that any train is at present run under the provisions of section 183, or that there has been any application for such train in the manner provided by that section. Working-men's trains are run on several of the railroads at rates lower than the usual commutation tickets, under the provisions of section 181. The rates are reasonable on most of the roads for all their suburban traffic, and the accommodation afforded appears to be satisfactory on those roads that run a large number of trains, though there are, of course, occasional complaints and some exceptional cases.

Yours truly,
(Signed) WM. A. CRAFTS,
Clerk.

STATEMENT.

Boston and Albany Railroad.

The suburban service proper of this road is confined to what is known as its “main line and circuit” road. On this part of the road for suburban service there are sixty inward trains and fifty-nine outward trains daily. Twelve inward and twelve outward trains stop at all stations beyond the circuit road and within twenty-one miles. Several express trains also stop at the station twenty-one miles from Boston.

Boston and Providence Railroad.

On its suburban service this road runs forty-five inward and forty-eight outward trains daily, ten or twelve miles out, and twelve through trains (six each way) stop at points fourteen to twenty miles from Boston.

New York and New England Railroad.

Has twenty-one trains each way in suburban service.

Old Colony Railroad.

Between Boston and South Braintree this road runs sixty inward trains and sixty-one outward trains, twelve of the outward trains being express to South Braintree. Beyond Braintree the business diverges to branches.

Boston and Maine Railroad.

Western division, fifty-five inward trains and fifty outward trains accommodate suburban travel. Eastern division, fifty inward and fifty-two outward trains between Boston, Lynn, Salem, Marblehead, etc.

Boston and Lowell Railroad.

Forty-seven trains each way accommodate the suburban business on this road and branches.

Fitchburg Railroad.

Forty-two inward trains and forty outward trains accommodate the suburban business.

Boston, Revere Beach and Lynn Railroad (Narrow Gauge).

Trains between Boston and Lynn run half-hourly each way, morning and evening, and hourly at other times, making twenty-seven trips each way in the winter. Summer service much greater.

	Daily.
Total suburban trains to Boston	407
Total suburban trains from Boston	405

It appears that the total number of suburban trains to Boston is 407 daily; from Boston, 405.

The board has carefully compiled the time-tables of all the railroads running out from New York, including those from Jersey City and Hoboken. The compilations are transmitted herewith. From these tables, those interested can obtain the information required, in detail, which, from the nature of the subject, it is impossible to make a more curtailed synopsis of.

At the public hearing above referred to, it was rather a notable fact that nobody appeared, although wide notice was given. It would thus seem that interest in the subject was not very general. It is also proper to say that some four years ago the board made elaborate inquiries into this very subject at its own instance with a view of suggesting legislation at that time to relieve the congested population of the city of New York. Since the board has been in existence it has received but two complaints with regard to the infrequency of suburban trains; one with reference to those on Long Island, the New York and Sea Beach, and certain Coney Island roads, which grievance has been rectified; the second, with regard to the infrequency of trains on the Port Jefferson branch of the Long Island road, which latter complaint is now under investigation.

The enclosed time-tables and information are very voluminous; the sum total is that the accommodation for local travel within twenty miles of New York, is 621 outgoing trains, and 614 incoming trains daily. This does not include the trains on the Brooklyn bridge, nor ferries not connecting immediately with trains, nor the steamboats plying the two rivers and the sound, and on the mid-winter time-tables.

The rates of fare for commutation tickets are exceedingly reasonable, averaging on all the roads from one-half to a cent per mile, depending upon the distance traveled, and length of time the ticket is bought for. It is difficult to give the exact averages, for the reason that the prices are reduced very much in view of the above considerations. Tables giving the commutation rates in detail accompany this report. It may be furthermore pertinent to say that that class of the population that live in the overcrowded districts of New York, as a rule, prefer the life in the city within the reach of such social influences as they enjoy, to the more isolated and solitary life in the suburbs.

In answer to the questions categorically propounded by the resolution, the board would respond :

First. In the absence of specific complaint, it is unable to suggest any additional facilities at present for quick and cheap transportation between the city of New York and the adjacent districts, the present facilities appearing to be ample.

Second. The terms and conditions at present given, appear to be satisfactory to those using the railroads.

Third. The board is not informed of any laws with regard to suburban traffic, except that above quoted in Massachusetts with reference to Boston, which does not appear to have been taken advantage of by the suburban residents.

Fourth. The board does not deem at present that any legislation is expedient.

By the Board.

WILLIAM C. HUDSON, •

Secretary.

BROOKLYN, BATH AND WEST END.

From New York to Bath Beach and intermediate stations.

	A. M.
Leave from Battery	7.30
“ “	8.00
“ “	8.30
“ “	9.30
“ “	10.30
“ “	11.30
	P. M.
“ “	12.30
“ “	1.30
“ “	2.30
“ “	3.30
“ “	4.00
“ “	4.30
“ “	5.00
“ “	5.30
“ “	6.00
“ “	6.30
“ “	7.30

			A. M.
Returning, leave Bath Beach.....			7.07
“ “ “.....			7.35
“ “ “.....			8.05
“ “ “.....			8.35
“ “ “.....			9.35
“ “ “.....			10.35
“ “ “.....			11.35
			P. M.
“ “ “.....			12.35
“ “ “.....			1.35
“ “ “.....			2.35
“ “ “.....			3.35
“ “ “.....			4.05
“ “ “.....			4.35
“ “ “.....			5.05
“ “ “.....			5.35
“ “ “.....			6.05
“ “ “.....			6.35
“ “ “.....			7.35

Rates and Commutations.

From Thirty-ninth street to city line.....	\$0 05
“ “ “ Forty-third street.....	10
“ “ “ Cowenhoven's lane.....	15
“ “ “ Bath Beach Junction.....	20
“ “ “ New Utrecht.....	20
“ “ “ Bath Beach.....	20

	Fifty trips.	Sixty-two trips.
Between Brooklyn and Cowenhoven's lane.....	\$3 50	\$3 00
“ “ Bath Junction.....	3 50	3 00
“ “ New Utrecht.....	5 50	5 00
“ “ Bath Beach.....	5 50	5 00

From New York by way of Brooklyn Bridge and Brooklyn Ferries.

	Cents.
Brooklyn cars on bridge run on one minute and a half headway,	3
Brooklyn cars on bridge connect with street cars one minute headway	5

Brooklyn cars on bridge and street cars connect with

1. Brighton Beach road six trains a day each way.
2. Prospect Park and Coney Island eight trains a day each way.
3. Atlantic Avenue Rapid Transit fifty-seven trains each way daily.
From Atlantic and Flatbush avenues to East New York, fare ten cents.
4. Brooklyn Branch of Long Island railroad to Jamaica and intermediate stations.

	To Woodhaven.	To Rockaway.
5. New York, Woodhaven and Rockaway.....	20	40
6. Brooklyn Elevated Railway, fare five cents.		
Brooklyn Ferries make same connections.		

SUMMARY.

Trains from New York going North to points within twenty miles.

		A. M.	P. M.
New York Central and Harlem roads....	63	from 5.30	to 10.30
New York and New Haven.....	38		
New York and Northern.....	7		
Total.....	108		

Trains to New York, from points within twenty miles, going South.

New York Central and Harlem.....	54
New York and New Haven.....	31
New York and Northern.....	20
Total.....	105

Trains received in Grand Central, 5.30 A. M. to 10.30 P. M., 79, an average of one every 13 minutes.

Trains leaving in Grand Central, 5.30 A. M. to 10 P. M., 63, an average of one every 16½ minutes.

Trains received and leaving in Grand Central, 5.30 A. M. to 10 P. M., 142, an average of one every 7 minutes.

Trains received in Grand Central, 8 A. M. to 11 P. M., 24, an average of one every $7\frac{1}{2}$ minutes.

Trains leaving in Grand Central, 8 A. M. to 11 P. M., 13, an average of one every 14 minutes.

Trains received and leaving in Grand Central, 8 A. M. to 11 P. M., 37, an average of one every 5 minutes.

Trains received in Grand Central, 4 P. M. to 7 P. M., 11, an average of one every $16\frac{1}{3}$ minutes.

Trains leaving in Grand Central, 4 P. M. to 7 P. M., 25, an average of one every $7\frac{1}{2}$ minutes.

Trains received and leaving in Grand Central, 4 P. M. to 7 P. M., 35, an average of one every $5\frac{1}{2}$ minutes.

Memorandum.—This does not specify through trains not stopping within twenty miles, which, if counted, must leave the average in the afternoon from four to seven to at least three and one-half minutes.

Trains from New York on Long Island Railroad to points twenty miles distant.

	Trains.
From New York.....	56
To New York.....	58
Total.....	<hr/> 114 <hr/>

Trains received at Long Island City, 56, from 5 A. M. to 12 midnight; average one every 19 minutes.

Trains leaving Long Island City, 58, from 5 A. M. to 12 midnight; average one every $17\frac{1}{2}$ minutes.

Trains received and leaving Long Island City, 114, from 5 A. M. to 12 midnight, average one every 9 minutes.

Through trains not counted.

BROOKLYN, BATH AND WEST END.

Trains from New York to Bath Beach.....	17
Trains to New York from Bath Beach.....	18
Total.....	<hr/> 35 <hr/>

From New York from 7.30 A. M. to 7.30 P. M., average one every $10\frac{2}{3}$ minutes.

From Bath Beach from 7 A. M. to 7.30 P. M., average one every $11\frac{2}{3}$ minutes.

STATEN ISLAND RAPID TRANSIT.

	Trains.
From New York to Perth Amboy.....	12
From Perth Amboy to New York.....	12
Total.....	24
From New York to Erastina.....	36
From Erastina to New York.....	36
Total.....	72
Grand total.....	96

TRAINS LEAVING NEW YORK FOR POINTS IN NEW JERSEY TWENTY MILES DISTANT.

NEW JERSEY AND NEW YORK.

	A. M.	P. M.	Theatre mid-night train.
From New York, 10 trains from.....	7.40 to	8.25	12
To New York, 10 trains from.....	6.20 to	8.10	

NEW YORK, LAKE ERIE AND WESTERN.

	A. M.	Mid- night.
Main line from New York, 29 trains out from.....	3.53 to	12.00
Main line to New York, 30 trains in from... ..	5.13 to	11.20
Newark Branch from New York, 18 trains from... ..	4.55 to	6.25
Newark Branch to New York, 15 trains in from... ..	6.36 to	8.15
Piermont Branch from New York, 6 trains in from... ..	7.00 to	8.00
Piermont Branch from New York, 6 trains in from... ..	8.57 to	7.52
Newburgh Branch from New York, 5 trains in from... ..	6.50 to	5.13
Newburgh Branch from New York, 5 trains in from... ..	8.27 to	7.15
New York and Greenwood Railroad, from New York, 12 trains from	5.55 to	7.55
New York and Greenwood Railroad, to New York, 12 trains from.....	6.30 to	8.15

NEW YORK AND LONG BRANCH RAILROAD.

	A. M.	P. M.
From New York, 18 trains from	4.00 to	9.00
To New York, 18 trains from	6.00 to	10.10

CENTRAL RAILROAD OF NEW JERSEY.

	A. M.	P. M.
Main line from New York, 9 trains	4.00 to	5.30
Main line to New York, 9 trains	9.30 to	10.45
		Mid-
Newark division from New York, 74 trains	4.00 to	night,
		P. M.
Newark division to New York, 75 trains	4.50 to	10.45
High Bridge branch from New York, 3 trains	7.58 to	3.00
High Bridge branch to New York, 3 trains	9.30 to	10.41
South branch from New York, 6 trains	7.00 to	4.00
South branch to New York, 6 trains	6.35 to	8.00
Sandy Hook from New York, 5 trains	8.30 to	8.37
Sandy Hook to New York, 4 trains	4.00 to	4.30

NEW YORK AND PHILADELPHIA LINE.

	A. M.	Mid-
From New York, 11 trains	4.00 to	night,
		P. M.
To New York, 10 trains	9.30 to	9.00

PENNSYLVANIA.

	A. M.	P. M.
Toms River branch from New York, 7 trains	9.00 to	5.00
Toms River branch to New York, 7 trains	8.40 to	7.50
New York division from New York, 50 trains	6.30 to	11.00
		Mid-
New York division to New York, 48 trains	3.50 to	night,
		P. M.
Amboy division from New York, 5 trains	7.15 to	4.00
Amboy division to New York, 3 trains	10.40 to	8.20

DELAWARE, LACKAWANA AND WESTERN.

	A. M.	P. M.
Main line—From New York, 9 trains from	7.00 to	9.00
Main line—To New York, 9 trains from	7.10 to	8.50

MORRIS AND ESSEX.

From New York, 8 trains from.....	7.00 to 6.00
To New York, 8 trains from.....	8.30 to 10.40

WEST SHORE.

Main line — From New York, 11 trains from.....	7.00 to 8.30
Main line — To New York, 11 trains from.....	7.25 to 10.45

SUBURBAN RAPID TRANSIT.

From New York, 96 trains from.....	6.00 to 11.56
To New York, 96 trains.....	5.18 to 10.00

RECAPITULATION.

All trains from New York.....	621
All trains to New York.....	614
Coming and leaving.....	<u>1,235</u>

Earliest train leaves at 3 A. M. and latest at 11.30 P. M.

Earliest train arrives at 3 A. M. and latest 12 P. M.

AVERAGE RATE OF FARE PER MILE.

NEW YORK CENTRAL.

MILES.	Triptickets 20 rides.	Quarterly tickets, average per year per mile.	Monthly coupon books, average per year per mile.	Annals, average per mile.
	cents.	cents.	cents.	cents.
Ten	1.66	1.09	.09	.78
Fifteen	1.66	1.03	.73	.64
Twenty	15 rides. 1.06	.53	.06	.54

NEW YORK AND NEW HAVEN.

MILES.	Monthly tickets, average per mile.	Quarterly tickets, average per mile.	Semi- annual, average per mile.	Annals, average per mile.
	cents.	cents.	cents.	cents.
Ten	1.09	1.09	1.09	1.09
Fifteen .....	.67	.68	.69	.67
Twenty .....	.58	.58	.57	.57

NEW YORK NORTHERN.

MILES.	Two months, average per mile.	Two months, average per mile.
	cents.	cents.
Ten	2.01*	1.07*
Fifteen	2.54*	2.00*
Twenty	2.88*	2.25

*Includes Elevated car fare to South Ferry and intermediate stations.

LONG ISLAND.

MILES.	Round trip.	Monthly, average per mile.	Quarterly, average per mile.	Semi- annual, average per mile.	Annals, average per mile.
	cents.	cents.	cents.	cents.	cents.
Ten	2.05	.96	1.21	1.02	.88
Fifteen	2.66	.72	1.02	.87	.66
Twenty	2.05	.66	.90	.77	.57

PENNSYLVANIA ROAD.

MILES.	Monthly tickets, average per mile.	Quarterly tickets, average per mile.	Semi- annual, average per mile.	Annuals, average per mile.
	cents.	cents.	cents.	cents.
Ten .....	.89	1.15	1.04	.88
Fifteen .....	.68	.83	.79	.68
Twenty .....	.06	.76	.75	.60

NEW YORK, LAKE ERIE AND WESTERN.

MILES.	Monthly average per mile.	Quarterly, average per mile.	Semi- annual, average per mile.	Annual, average per mile.
	cents.	cents.	cents.	cents.
Ten	1.02	1.21	1.12	.95
Fifteen .....	.73	.88	.83	.68
Twenty .....	.56	.72	.64	.52

DELAWARE, LACKAWANNA AND WESTERN.

MILES.	Monthly average per mile.	Quarterly, average per mile.	Semi- annual, average per mile.	Annuals, average per mile.
	cents.	cents.	cents.	cents.
Ten	1.15	1.15	1.04	.86
Fifteen	1.02	.96	.83	.74
Twenty .....	.96	.89	.68	.60

CENTRAL RAILROAD OF NEW JERSEY.

MILES.	Monthly average per mile.	Semi- annual, average per mile.	Annual, average per mile.
	cents.	cents.	cents.
Ten	1.05	1.09	1.03
Fifteen .....	.96	.76	.69
Twenty .....	.65	.76	.59

LONG ISLAND RAILROAD COMPANY — (Continued).

STATION.	TRAIN.											
	28	32	34	48	62	66	4	60	14	70	20	54
	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Great Neck.....												
Little Neck.....												
Longlaston.....												
Bayside.....												
Broadway.....												
Flushing, M street.....												
Great Neck Junction.....												
Whitestone.....												
College Point.....												
Flushing, B street.....												
Whitestone Junction.....												
Corona.....												
Newtown.....												
Winfield.....												
Woodside.....												
Baldwins.....	3.10						7.00	7.41	8.00			10.04
Rockville Centre.....	3.15						7.05	7.46	8.05			10.09
Pearsalls.....	3.20						7.09	7.49	8.09			10.14
Far Rockaway.....	2.45			6.33			6.58	7.37		9.34		
Lawrence.....	2.52			6.36			7.01	7.40		9.37		
Ocean Point.....	2.57						7.04	7.43		9.40		
Woodsburgh.....	3.02			6.41			7.07	7.46		0.43		
Hewletts.....	3.12			6.40			7.10	7.49		9.46		
Valley Stream.....	3.25			6.44			7.14	7.54	8.14	9.50		10.18
Springfield.....	3.30			6.47			7.20		8.22	9.56		10.25
Locust Avenue.....	3.32			6.54								
Roslyn.....		4.32		6.22		10.58						
Albertson.....		4.37		6.27		11.02						
East Williston.....		4.40		6.30		11.05						
Mineola.....	3.15	4.48	5.43	6.34		11.08						
Hyde Park.....			5.48									
Hempstead.....	3.14	4.46		6.35	8.69	11.09						
Garden City.....	3.20	4.53		6.42	9.05	11.15						
East Hinsdale.....	3.27		5.51	6.50	9.11	11.22						

Queens.....	3.31	5.01	5.55	6.54	9.15	11.26	.....	.....	.....	.....	.....	.....
Hollis.....	3.35	5.04	.....	6.58	9.18	11.29	.....	.....	.....	.....	.....	.....
Jamaica.....	3.44	5.11	6.05	7.05	9.25	11.36	.....	.....	8.08	8.32	10.10	10.37
Maple Grove.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Richmond Hill.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Glendale.....	3.48	.....	.....	.....	9.30	11.40	.....	.....	8.13	.....	.....	10.42
Fresh Pond.....	3.53	.....	.....	7.10	9.34	11.44	.....	.....	.....	.....	.....	.....
East Thirty-fourth street.....	4.00	.....	.....	7.30	9.27	11.47	.....	.....	.....	.....	.....	10.50
James Slip.....	4.17	5.37	6.37	7.37	9.51	12.07	8.37	8.57	10.37	11.07
New York.....	5.00	6.00	7.00	9.00	9.30	11.00	11.30

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Flushing, B street.....	6.36	7.34	8.03	8.33	10.30
College Point.....	6.56	7.38	8.08	8.38	11.55
Whitestone.....	7.00	7.42	8.12	8.42	11.59
Great Neck Junction.....	.....	.....	.....	.....	.....	12.03
Flushing, M street.....	.....	.....	.....	.....	.....	.....
Broadway.....	7.10	.....	8.02	.....	9.10	11.55
Bayside.....	7.15	.....	8.06	.....	9.15	12.00
Longsighton.....	7.19	.....	8.10	.....	9.19	12.04
Little Neck.....	7.23	.....	.....	.....	9.23	12.08
.....	7.26	.....	.....	.....	9.26	12.11
Great Neck.....	7.30	.....	8.20	.....	9.30	12.15

Flushing, B street	1.30	2.54	3.54	4.26	.....	4.56	5.26	.....	5.57	6.15	.....	6.45
College Point	1.37	2.58	3.58	4.30	.....	5.00	5.30	.....	6.01	6.19	.....	6.49
Whitestone	1.41	3.02	4.02	4.34	.....	5.04	5.34	.....	6.05	6.23	.....	6.53
Great Neck junction .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Flushing, M street .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Broadway	1.32	2.55	3.56	4.26	.....	4.48	5.25	.....	5.47	6.25	.....	.....
Bayside	1.38	.....	4.01	.....	.....	.....	.....	.....	5.51	.....	.....	.....
Longaston	1.42	.....	4.05	.....	.....	4.55	.....	.....	5.55	.....	.....	.....
Little Neck	1.45	.....	4.09	.....	.....	4.59	.....	.....	5.59	.....	.....	.....
Great Neck	1.48	.....	4.12	.....	.....	5.02	.....	.....	6.02	.....	.....	.....
.....	1.52	.....	4.16	.....	.....	5.06	.....	.....	6.06	.....	.....	.....

Flushing, B street.....	7.26	7.55	8.35	9.39	10.33	11.43	12.43	7 $\frac{3}{4}$	20	47 00
College Point.....	7.30	7.59	8.39	9.37	10.37	11.47	12.47	9 $\frac{1}{2}$	25	50 00
Whitestone.....	7.34	8.03	8.43	9.41	10.41	11.51	12.51	11	30	55 00
Great Neck Junction.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Flushing, M street.....	7.26	7.55	8.34	9.34	10.34	11.44	12.44	7 $\frac{3}{4}$	20	47 00
Broadway.....	7.30	8.39	8.39	9.39	10.39	11.48	12.49	9 $\frac{1}{4}$	25	50 00
Bayside.....	7.34	8.43	8.43	9.43	10.43	11.52	12.53	11	30	55 00
Longlston.....	7.38	8.46	8.46	9.46	10.46	11.55	12.56	12 $\frac{1}{4}$	35	57 00
Nittle Neck.....	7.41	8.49	8.49	9.49	10.49	11.58	12.59	12 $\frac{3}{4}$	35	58 00
Great Neck.....	7.45	8.52	8.52	9.52	10.52	12.01	1.02	14	40	60 00

CONSOLIDATED TIME TABLE.

Trains going north from New York to points within a radius of twenty miles.

STATIONS.	TRAIN.											
	6	8		51	57	87	10	89	43	53	9	23
	N. Y. and N. H.	N. Y. and N. H.	N. Y. and N.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.	N. Y. C. H. R. Div.	N. Y. N. H.	N. Y. C. H. R. Div.	N. Y. C. H. R. Div.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.
	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.
Grand Central Station.....	5.01	5.46		6.25	6.45		7.01		7.15	7.20	7.45	8.00
Eighty-sixth street.....				6.31						7.26		
One Hundred and Tenth street.....				6.34						7.29		
One Hundred and Thirty-eighth street.....												8.11
Harlem.....				6.37	6.53					7.32	7.54	
Mott Haven.....				6.40						7.35	7.57	8.11
High Bridge.....					6.59							
Morris Dock.....					7.02							
Kingsbridge.....					7.06							
Spuyten Duyvil.....					7.10	6.50		7.42				
Riverdale.....					7.14							
Ludlow.....					7.18							
Mt. St. Vincent.....					7.16							
Yonkers.....					7.21				7.45			8.31
Glenwood.....					7.23							
Hastings.....					7.29				7.54			
Dobbs Ferry.....					7.33				8.00			
Irvington.....					7.38				8.05			
Thirdeln street.....						6.20		7.15				
Sixty-sixth street.....												
Manhattan.....						6.35		7.30				
One Hundred and Fifty-second street.....						6.38		7.33				
Fort Washington.....						6.42		7.36				
Inwood.....						6.46		7.40				
Spuyten Duyvil.....					7.10	6.50		7.42				
Melrose.....				6.43						7.38	8.01	
Morrisania.....				6.46						7.41	8.03	
Centre Morrisania.....				6.48						7.43	8.06	
Tremont.....				6.50						7.45	8.09	
Fordham.....				6.53						7.48	8.12	
Bedford Park.....												
Williams Bridge.....				6.58			7.22					
Woodlawn.....										7.53	8.16	8.20

Mt. Vernon.....	5.24	6.13				7.28		8.24
Brooksville.....								8.30
Tuckaboe.....								8.32
Stearsboe.....								8.38
Hartsdale.....								8.43
White Plains.....								
Pelhamville.....	5.28	6.17				7.33		
New Rochelle.....	5.32	6.22				7.38		
Larch Manor.....		6.27				7.43		
Mamaroneck.....								
Harlem River.....	5.39	6.32				7.47		
Port Morris.....								
Casanova.....								
Hunts Point.....								
West Farms.....								
Van Nest.....								
Westchester.....								
Bay Chester.....								
Bartow.....								
Pelham Manor.....								
New Rochelle.....								
South Ferry.....		5.55						
Fifty-third street.....		6.25						
One Hundred and Fifty-fifth street.....		6.58						
High Bridge.....		7.05						
South Yonkers.....		7.28						
North Yonkers.....		7.48						
Odells.....		7.54						
Ardsley.....		8.00						
Elmsford.....		8.24						
East View.....		8.32						
Tarrytown.....		8.38						

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CONSOLIDATED TIME TABLE—(Continued).

STATION.	TRAIN.												
	17	59	N. Y. C. Har. Div.	N. Y. and N. Div.	61	24	25	19	61	26	95	47	30
	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. and N. Div.	N. Y. C. Har. Div.	N. Y. and N. H. Div.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. and N. H. Div.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. and N. H. Div.
	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Grand Central Station.....	10.30	10.35	10.35	10.35	10.55	11.28	11.30	11.30	12.30	12.31	1.00	1.00	1.01
Eighty-sixth street.....		10.41	10.41	10.41					12.36				
One Hundred and Tenth street.....		10.43	10.43	10.43					12.39				
One Hundred and Thirty-eighth street.....		10.49	10.49	10.49					12.42				
Harlem.....		10.46	10.46	10.46	11.03		11.40	11.43	12.42				
Mott Haven.....		10.49	10.49	10.49			11.40	11.43	12.45				
High Bridge.....					11.09								
Morris Dock.....					11.12								
Kingsbridge.....					11.16								
Spuyten Duyvil.....					11.20						1.15	1.26	
Riverdale.....					11.24						1.30	1.36	
Ludlow.....					11.28							1.32	
Mt. St. Vincent.....					11.26		12.01					1.36	
Yonkers.....					11.31							1.44	
Glenwood.....					11.33							1.49	
Hastings.....					11.39							4.55	
Dobbs Ferry.....					11.43						12.45		
Irvington.....					11.48								
Thirtieth street.....													
Sixty-sixth street.....											1.01		
Manhattan.....											1.04		
One Hundred and Fifty-second street.....											1.08		
Fort Washington.....											1.12		
Inwood.....											1.15	1.26	
Spuyten Duyvil.....					11.20								
Melrose.....		10.52	10.52	10.52				11.47	12.48				
Morrisania.....		10.55	10.55	10.55				11.49	12.51				
Centre Morrisania.....		10.57	10.57	10.57				11.52	12.53				
Tremont.....		10.59	10.59	10.59				11.55	12.55				
Fordham.....		11.02	11.02	11.02				11.58	12.58				
Bedford Park.....		11.04	11.04	11.04				1.00					
Williams Bridge.....		11.07	11.07	11.07		11.48		12.02	1.03				
Woodlawn.....	10.53	11.10	11.10	11.10				12.06	1.06				
Mt. Vernon.....	10.57					11.54		12.10					
Bronxville.....								12.16					

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.									
	63	32	63	21	36	49	23	65	40	65
	N. Y. C. Har. Div.	N. Y. and N. H.	N. Y. C. H. R. Div.	N. Y. C. Har. Div.	N. Y. and N. H.	N. Y. C. H. R. Div.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.	N. Y. and N.	N. Y. C. Har. Div.
	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Grand Central Station.....	1.30	1.21	2.00	2.05	2.21	2.30	2.30	2.55	3.03	3.20
Eighty-sixth street.....	1.36									3.26
One Hundred and Tenth street.....	1.39									3.28
One Hundred and Thirty-eight street.....	1.45									
Harlem.....	1.42		2.08				2.44	3.03		3.31
Mott Haven.....	1.45						2.44			3.34
High Bridge.....			2.14					3.09		
Morris Dock.....			2.17					3.12		
Kingsbridge.....			2.21					3.16		
Spuytten Duyvil.....			2.25					3.20		
Riverdale.....			2.29					3.24		
Ludlow.....			2.33					3.28		
Mt. St. Vincent.....			2.31					3.26		
Yonkers.....			2.36			2.58		3.31		
Glenwood.....			2.38					3.33		
Hastings.....			2.44					3.39		
Dobbs Ferry.....			2.48					3.43		
Irvington.....			2.53					3.48		
Thirtieth street.....										
Sixty-sixth street.....										
Manhattan.....										
One Hundred and Fifty-second street.....										
Fort Washington.....										
Inwood.....										
Spuytten Duyvil.....			2.25					3.20		
Melrose.....	1.48									3.37
Morrisania.....	1.51						2.46			3.39
Centre Morrisania.....	1.53						2.51			3.42
Tremont.....	1.55						2.53			3.44
Fordham.....	1.58						2.59			3.47
Bedford Park.....	2.00									3.49
Williams Bridge.....	2.03	1.38			2.40		3.03			3.52
Woodlawn.....	2.06			2.27			3.08			3.55
Mt. Vernon.....				2.31	2.46		3.12		3.26	
Bronxville.....		1.43		2.37			3.18			

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.									
	25	27	97	67	46		69	51	52	54
	N.Y.C. Har. Div.	N.Y.C. Har. Div.	N.Y.C. H. R. Div.	N.Y.C. Har. Div.	N. Y. and N. H.	N. Y. and N.	N.Y.C. H. R. Div.	N.Y.C. H. R. Div.	N. Y. and N. H.	N. Y. H. Hart'd.
	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Grand Central Station.....	3.49	3.55		4.00	4.03		4.25	4.27	4.45	
Eighty-sixth street.....				4.06			4.33	4.33	4.46	4.48
One Hundred and Tenth street.....				4.08				4.35		
One Hundred and Thirty-eighth street.....										
Harlem.....				4.12			4.33	4.38		
Mott Haven.....				4.14			4.39	4.40		
High Bridge.....							4.42			
Morris Dock.....							4.46			
Kingsbridge.....							4.50			
Spuytgen Duyvil.....		4.30					4.53			
Riverdale.....							4.58			
Ludlow.....							4.56			
Mt. St. Vincent.....							5.01	5.13		
Yonkers.....							5.03			
Glenwood.....							5.09			
Hastings.....								5.13		
Dobbs Ferry.....								5.22		
Irvington.....										
Thirtieth street.....			4.00							
Sixty-sixth street.....										
Manhattan.....			4.15							
One Hundred and Fifty-second street.....			4.19							
Fort Washington.....			4.23							
Inwood.....			4.27							
Spuytgen Duyvil.....			4.30				4.50			
Melrose.....				4.17				4.43		
Morrisania.....				4.19				4.45		
Centre Morrisania.....				4.21				4.47		
Tremont.....				4.23				4.49		
Fordham.....				4.26				4.52		
Bedford Park.....				4.28				4.54		
Williams Bridge.....		4.14						4.57		
Woodlawn.....	4.12	4.17		4.30					5.08	
Mt. Vernon.....		4.21		4.34	4.28				5.14	

*Don't stop.

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.											
	99	56	58	71	31	33	55	73	62	64	71	
	N.Y.C. H. R. Div.	N. Y. and N. H.	N. Y. and N. H.	N.Y.C. H. R. Div.	N.Y.C. Har. Div.	N.Y.C. Har. Div.	N.Y.C. H. R. Div.	N.Y.C. H. R. Div.	N. Y. and H. R.	N. Y. and N. H.	N.Y.C. Har. Div.	N. Y. and N.
	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Grand Central Station.....	5.08	5.10	5.12	5.13	5.15	5.30	5.42	5.43	5.45	5.45	.....
Eighty-sixth street.....	5.51	5.51	.....
One Hundred and Tenth street.....
One Hundred and Thirty-eighth street.....	5.57	.....
Harlem.....	5.25	.....	.....	.....	.....	6.00	.....
Mott Haven.....	5.28	.....	.....	.....	.....	.....	.....
High Bridge.....	5.24	.....	.....	.....	.....	.....	.....	.....	.....
Morris Dock.....	5.27	.....	.....	.....	5.58	.....	.....	.....	.....
Kingsbridge.....	5.31	.....	.....	.....	6.01	.....	.....	.....	.....
Spuvten Duyvil.....	5.30	.....	.....	5.35	.....	.....	.....	6.05	.....	.....	.....	.....
Riverdale.....	5.39	.....	.....	.....	6.09	.....	.....	.....	.....
Indow.....	5.43	.....	.....	.....	6.12	.....	.....	.....	.....
Mt. St. Vincent.....	5.41	.....	.....	5.58	6.10	.....	.....	.....	.....
Yonkers.....	5.46	.....	.....	.....	6.15	.....	.....	.....	.....
Glenwood.....	5.48	.....	.....	6.05	6.17	.....	.....	.....	.....
Hastings.....	5.54	.....	.....	8.09	6.23	.....	.....	.....	.....
Dobbs Ferry.....	5.58	.....	.....	6.14	6.27	.....	.....	.....	.....
Irvington.....	6.03	.....	.....	.....	6.32	.....	.....	.....	.....
Thirtieth street.....	5.00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sixty-sixth street.....
Manhattan.....	5.16	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
One Hundred and Fifty-second street.....	5.19	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fort Washington.....	5.23	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Inwood.....	5.27	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Spuvten Duyvil.....	5.30	.....	.....	5.35	.....	.....	.....	.....	.....	.....	.....	.....
Melrose.....	6.05	.....	.....	.....	.....	.....
Morrisania.....	5.31	.....	.....	.....	.....	6.03	.....
Centre Morrisana.....	5.34	.....	.....	.....	.....	6.06	.....
Tremont.....	5.37	.....	.....	.....	.....	6.08	.....
Fordham.....	5.40	.....	.....	.....	.....	6.10	.....
Dedford Park.....	5.43	.....	.....	.....	.....	6.13	.....
Williams Bridge.....	6.15	.....
Woodlawn.....	5.47	.....	.....	.....	6.07	6.18	.....
Mt. Vernon.....	5.36	.....	.....	5.41	.....	.....	.....	.....	6.14	.....	.....
Bronkville.....	6.01	.....	.....	.....	.....	.....	.....

CONSOLIDATED TIME TABLE—(Continued).

STATION.	TRAIN.									
	107	35	75	66	73	37	77	70	39	79
Grand Central Station.....	N. Y. and H. R.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.	N. Y. and N. H.	N. Y. C. Har. Div.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.	N. Y. and N. H.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.
Eighty-sixth street.....	P. M.	6.00	6.10	6.14	6.15	6.40	6.42	6.46	6.50	7.15
One Hundred and Tenth street.....					6.21					
One Hundred and Thirty-eighth street.....					6.23					
Harlem.....		6.10	6.18		6.26	6.50	6.50		7.01	
Mott Haven.....					6.29				7.04	
High Bridge.....			6.23							7.29
Morris Dock.....			6.26							7.32
Kingsbridge.....			6.29				6.59			7.36
Spuyten Duyvil.....	6.25		6.33				7.02			7.40
Riverdale.....			6.37				7.05			7.44
Ludlow.....			6.41				7.09			7.48
Mt. St. Vincent.....			6.39				7.07			7.46
Yonkers.....			6.44				7.11			7.51
Glenwood.....			6.46				7.14			7.53
Hastings.....			6.52				7.20			7.59
Dobbs Ferry.....			6.56				7.24			8.03
Irvington.....			7.01				7.29			8.08
Thirtieth street.....	5.55									
Sixty-sixth street.....										
Manhattan.....	6.11									
One Hundred and Fifty-second street.....	6.14									
Fort Washington.....	6.18									
Inwood.....	6.22									
Spuyten Duyvil.....	6.25		6.33				7.02			7.40
Melrose.....			6.18		6.32				7.08	
Morrisania.....		6.18			6.35				7.11	7.58
Centre Morrisania.....		6.25							7.13	8.03
Tremont.....		6.22			6.40				7.15	8.05
Fordham.....		6.25			6.45				7.19	8.08
Bedford Park.....					6.48					
Williams Bridge.....		6.28			6.48	7.00		7.08	7.23	8.12
Woodlawn.....		6.31				7.03			7.27	8.15
Mt. Vernon.....		6.30				7.07		7.14	7.32	8.19
Bronxville.....		6.41		6.39		7.13		7.19	7.38	8.25

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.									
	76	81	43	109	78	45	83	80	37	85
	N. Y. and N. H. P. M.	N. Y. C. H. R. Div. P. M.	N. Y. C. Har. Div. P. M.	N. Y. C. H. R. Div. P. M.	N. Y. N. H. P. M.	N. Y. C. Har. Div. P. M.	N. Y. C. H. R. Div. P. M.	N. Y. and N. H. P. M.	N. Y. C. H. R. Div. P. M.	N. Y. C. Har. Div. P. M.
Grand Central Station.....	8.16	8.35	8.40	.....	9.26	10.00	10.25	10.31	11.15	11.45
Eighty-sixth street.....	8.45	8.45	.....	.....	10.08	.....	.....	.....	11.54
One hundred and Tenth street.....	8.49	.....	.....	.....	.....	.....	.....	.....
One Hundred and Thirty-eighth street.....
Harlem.....	8.43	8.43	8.52	.....	.....	10.11	10.33	.....	.....	11.53
Mott Haven.....	8.55	.....	.....	10.14	.....	.....	.....	.....
High Bridge.....	8.49	.....	.....	.....	.....	10.39	.....	.....	11.59
Morris Dock.....	8.52	.....	.....	.....	.....	10.42	.....	.....	12.02
Kingsbridge.....	8.55	.....	.....	.....	.....	10.46	.....	.....	12.05
Spuytten Duyvil.....	8.59	.....	9.15	.....	.....	10.49	.....	.....	12.10
Riverdale.....	9.02	.....	.....	.....	.....	10.53	.....	.....	12.14
Ludlow.....	9.06	.....	.....	.....	.....	10.57	.....	.....	12.18
Mt. St. Vincent.....	9.04	.....	.....	.....	.....	10.55	.....	.....	12.16
Yonkers.....	9.10	.....	.....	.....	.....	11.00	.....	11.50	12.21
Glenwood.....	9.12	.....	.....	.....	.....	11.02	.....	.....	12.23
Hastings.....	9.19	.....	.....	.....	.....	11.09	.....	.....	12.29
Dobbs Ferry.....	9.23	.....	.....	.....	.....	11.13	.....	.....	12.33
Irvington.....	9.28	.....	.....	.....	.....	11.18	.....	.....	12.38
Thirtyeth street.....	8.45	.....	.....	.....	.....	.....	.....
Sixty-sixth street.....	9.00	.....	.....	.....	.....	.....	.....
Manhattan.....	9.03	.....	.....	.....	.....	.....	.....
One Hundred and Fifty-second street.....	9.07	.....	.....	.....	.....	.....	.....
Fort Washington.....	9.11	.....	.....	.....	.....	.....	.....
Inwood.....	8.59	.....	9.15	.....	.....	10.49	.....	.....	12.10
Spuytten Duyvil.....	8.59	.....	.....	10.17	.....	.....	.....	12.04
Melrose.....	9.02	.....	.....	10.19	.....	.....	.....	12.07
Morrisania.....	9.04	.....	.....	10.22	.....	.....	.....	12.09
Centre Morrisania.....	9.07	.....	.....	10.24	.....	.....	.....	12.12
Trenton.....	9.10	.....	.....	10.27	.....	.....	.....	.....
Fordham.....	9.12	.....	.....	.....	.....	.....	.....	.....
Bedford Park.....	9.14	.....	.....	10.32	.....	.....	.....	12.15
Williams Bridge.....	8.36	.....	9.18	.....	.....	10.37	.....	.....	.....	12.19
Woodlawn.....	9.22	.....	.....	10.41	.....	.....	.....	12.22
Mt. Vernon.....	8.43	.....	9.22	9.51	.....	10.41	.....	10.55	.....	12.26
Bronxville.....	9.28	.....	.....	10.47	.....	.....	.....	12.32

Tuckahoe.....	9.30	10.49	12.35
Seaside.....	9.36	10.55	12.41
Hartsdale.....	9.41	11.00	12.46
White Plains.....	9.45	11.05	12.50
Pelhamville.....	8.47		
New Rochelle.....	8.51	9.57	
Larch Manor.....	8.56	10.02	
Mamaroneck.....	9.00	10.06	
Harlem River.....			
Port Morris.....			
Casanova.....			
Hunts Point.....			
West Farms.....			
Van Nest.....			
Westchester.....			
Bay Chester.....			
Bartow.....			
Pelham Manor.....			
New Rochelle.....			
South Ferry.....			
Fifty-third street.....			
One Hundred and Fifty-fifth street.....			
Hightbridge.....			
South Yonkers.....			
North Yonkers.....			
Odells.....			
Ardsley.....			
Elmsford.....			
East View.....			
Tarrytown.....			

[illegible]

CONSOLIDATED TIME TABLE.

Trains going south to New York from points within a radius of twenty miles.

TRAIN.												
STATION.	3	2	141	7	4	50	11	2	80	143	52	15
	N. Y. N. H. and H.	N.Y.C. Har. Div.	N. Y. N. H. and Har. River Br'ch.	N. Y. and N. H.	N.Y.C. Har. Div.	N.Y.C. H. R. Div.	N. Y. N. H. and H.	N. Y. and N.	N.Y.C. H. R. Div.	N. Y. N. H. Har. River Br'ch.	N.Y.C. H. R. Div.	N. Y. N. H. and H.
	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.
Tarrytown												
East View												
Elmsford												
Ardsley												
Odells												
North Yonkers												
South Yonkers									6.43			
High Bridge									7.05			
One Hundred and Fifty-fifth street									7.30			
Fifty-third street									7.59			
South Ferry										6.58		
New Rochelle			5.55							7.02		
Pelham Manor			5.59							7.05		
Barlow			6.02							7.08		
Bay Chester			6.05							7.13		
Westchester			6.10							7.16		
Van Nest			6.13							7.19		
West Farms			6.16							7.22		
Hunt's Point			6.19							7.24		
Cassanovia			6.21							7.27		
Port Morris			6.24							7.30		
Harlem River			6.27									7.12
Manaroneck	5.29			6.03				6.43				7.17
Larch Manor	5.33							6.48				7.22
New Rochelle	5.37			6.10				6.53				7.27
Pelhamville	5.41							7.02				
White Plains												
Hartsdale		5.35			6.18							

Scarsdale.....	5.40	.....	6.23	.....	.....	.....
Tuckahoe.....	5.46	.....	6.29	.....	.....	.....
Bronkssville.....	5.49	.....	6.33	.....	.....	.....
Mt. Vernon.....	5.45	.....	6.19	.....	.....	7.32
Woodlawn.....	6.00	.....	6.38	.....	.....	.....
Williams Bridge.....	6.05	.....	6.41	.....	.....	7.39
Beauford Park.....	6.04	.....	6.45	.....	.....	.....
Fordham.....	6.06	.....	6.47	.....	.....	.....
Tremont.....	6.09	.....	6.50	.....	6.56	.....
Centre Morrisania.....	6.12	.....	6.53	.....	.....	.....
Morrisania.....	6.15	.....	6.56	.....	.....	.....
Melrose.....	6.18	.....	6.59	.....	.....	.....
Spuvten Duyvil.....	6.21	.....	7.01	.....	.....	.....
Inwood.....	.....	.....	.....	.....	6.55	.....
Fort Washington.....	.....	.....	.....	.....	6.58	.....
One Hundred and Fifty-second.....	.....	.....	.....	.....	7.02	.....
Manhattan.....	.....	.....	.....	.....	7.06	.....
Sixty-sixth street.....	.....	.....	.....	.....	7.09	.....
Thirtieth street.....	.....	.....	.....	.....	.....	.....
Irvington.....	.....	.....	.....	.....	7.25	.....
Dobbs Ferry.....	.....	.....	6.22	.....	.....	7.02
Hastings.....	.....	.....	6.27	.....	.....	7.07
Glenwood.....	.....	.....	6.30	.....	.....	7.10
Yonkers.....	.....	.....	6.35	.....	.....	7.15
Mt. St. Vincent.....	.....	.....	6.39	.....	.....	7.19
Ludlow.....	.....	.....	6.44	.....	.....	7.24
Riverdale.....	.....	.....	6.42	.....	.....	7.22
Spuvten Duyvil.....	.....	.....	6.46	.....	.....	7.26
Kingsbridge.....	.....	.....	6.50	.....	.....	7.29
Morris Dock.....	.....	.....	6.54	.....	6.53	.....
High Bridge.....	.....	.....	6.58	.....	6.59	7.32
Mott Haven.....	.....	.....	7.01	.....	7.01	.....
Harlem.....	6.25	.....	7.06	.....	.....	.....
One Hundred and Thirty-eight street.....	5.27	.....	7.08	.....	.....	.....
One Hundred and Tenth street.....	.....	.....	.....	.....	.....	.....
Eighty-sixth street.....	6.30	.....	7.11	.....	.....	.....
Grand Central Station.....	6.33	.....	7.14	.....	.....	.....
.....	6.10	.....	6.48	.....	7.15	7.38
.....	6.40	.....	7.20	.....	.....	7.50
.....	.....	.....	.....	.....	.....	7.58

Woodlawn.....	7.40	7.40	8.00	8.18	8.05	8.07
Williams Bridge.....	7.44	7.44				8.10
Bedford Park.....	7.17	7.46				8.13
Fordham.....	7.20	7.50				8.16
Tremont.....	7.23	7.53				8.18
Centre Morrisania.....	7.26	7.56				8.21
Morrisania.....	7.28	7.59				8.24
Melrose.....	7.31	8.02				
Spuytten Duyvil.....						7.50
Inwood.....						7.53
Fort Washington.....						7.57
One Hundred and Fifty-second street.....						8.01
Manhattan.....						8.04
Sixty-sixth street.....						
Thirtieth street.....						
Irvington.....	7.22	7.41	8.20			7.52
Dobbs Ferry.....	7.27	7.57				7.57
Hastings.....		7.50				8.00
Glenwood.....						8.05
Yonkers.....	7.35	8.00				8.09
Mt. St. Vincent.....	7.39					8.14
Ludlow.....	7.44					8.12
Riverdale.....	7.42					8.16
Spuytten Duyvil.....	7.46					8.20
Kingsbridge.....	7.50					8.24
Morris Dock.....	7.54					8.28
High Bridge.....	7.58					
Mott Haven.....						
Harlem.....	8.07	8.01				8.28
One Hundred and Thirty-eighth street.....	8.09	8.07				8.30
One Hundred and Tenth street.....						
Eighty-sixth street.....	7.40					8.34
Grand Central Station.....	7.44		8.23	8.40	8.25	8.38
	7.50	8.20	8.15	8.44		8.45

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.									
	36	12	6	58	23	147	25	60	84	58
	N.Y.C. H. R. Div.	N.Y.C. Har. Div.	N. Y. and N.	N.Y.C. H. R. Div.	N. Y. and N. H. Div.	N. Y. and N. H. Div.	N. Y. and N. H. Div.	N.Y.C. H. R. Div.	N.Y.C. H. R. Div.	N.Y.C. Har. Div.
	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.	A. M.
Tarrytown.....			8.16							
East View.....			8.19							
Elmsford.....			8.24							
Ardsley.....			8.31							
Odells.....			8.34							
North Yonkers.....			8.38							
South Yonkers.....			8.45							
High Bridge.....										
One Hundred and Fifty-fifth street.....			9.00							
Fifty-third street.....			9.24							
South Ferry.....			9.52							
New Rochelle.....						8.42				
Pelham Manor.....						8.46				
Barlow.....						8.49				
Day Chester.....						8.52				
Westchester.....						8.56				
Van Nest.....						8.59				
West Farms.....						9.02				
Hunts Point.....						9.06				
Casanova.....						9.07				
Port Morris.....						9.09				
Harlem River.....						9.12				
Mamaroneck.....							8.46			
Larch Manor.....					8.30		8.50			
New Rochelle.....					8.37		8.55			
Pelhamville.....							8.59			
White Plains.....		8.10								
Hartsdale.....		8.13								
Scarsdale.....		8.17								
Tuckahoe.....		8.23								
Brooklyn.....		8.25								
Mt Vernon.....		8.30					9.04			
Woodlawn.....		8.33								9.22

	8.37	9 10	9 10	8.57
Williams Bridge.....				8.57
Bedford Park				8.59
Fordham	8.41			9.01
Tremont	8.44			9.04
Centre Morrisania				9.06
Morrisania				9.08
Melrose	8.48			9.10
Spyten Duyvil				
Inwood				8.50
Fort Washington				8.53
One Hundred and Fifty-second street				8.57
Manhattan				9.01
Sixty-sixth street				9.04
Thirtieth street				
Irvington				9.20
Dobbs Ferry	8.11		8.52	
Hastings	8.17		8.57	9.17
Glenwood	8.20		9.00	9.23
Yonkers				9.27
Mt. St. Vincent	8.30		9.05	
Ludlow			9.09	9.37
Riverdale			9.14	
Spyten Duyvil			9.12	9.42
Kingsbridge			9.16	
Morris Dock			9.19	9.45
High Bridge				9.47
Mott Haven				
Harlem	8.55			9.14
One Hundred and Thirty-eighth street				9.16
One Hundred and Tenth street				
Eighty-sixth street				9.19
Grand Central Station	9.00	9.15	9.31	9.22
				9.23
				10.15
				9.46

Williams Bridge.....	9.49				10.28	10.58	11.06				12.18
Bedford Park.....	9.51				10.30						12.22
Fordham.....	9.54				10.32						12.25
Tremont.....	9.56	9.52			10.35		11.10		11.41		12.28
Centre Morrisania.....	9.58				10.37		11.12				12.30
Morrisania.....	10.00				10.40		21.16				12.35
Melrose.....	10.03				10.42		11.18				
Spuytten Duyvil.....											
Inwood.....					10.10						
Fort Washington.....					10.13						
One Hundred and Fifty-second street.....					10.17						
Maulatan.....					10.21						
Sixty-sixth street.....					10.34						
Thirtieth street.....											
Irvington.....					10.40						
Dobbs Ferry.....											
Hastings.....											
Glenwood.....											
Yonkers.....											
Mt. St. Vincent.....											
Ludlow.....											
Riverdale.....											
Spuytten Duyvil.....											
Kingsbridge.....											
Morris Dock.....		9.50									
High Bridge.....		9.55									
Molt Haven.....		9.58									
Harlem.....	10.07				20.46		11.23				12.37
One Hundred and Thirty-eighth street.....	10.09				10.48		11.25				12.40
One Hundred and Tenth street.....											
Eighty-sixth street.....					10.51						
Grand Central Station.....	10.18				10.54						
					11.00	11.19	11.35		11.50		12.50

Williams Bridge.....	3.18					4.09	4.16	4.54		5.20	.....
Bedford Park.....							4.18				.....
Fordham.....	3.22						4.20				.....
Tremont.....	3.25				2.11		4.23	5.37			.....
Centre Morrisania.....	3.28						4.25				.....
Morrisania.....	3.30						4.28				.....
Melrose.....	3.33						4.30				.....
Spuyten Duyvil.....											.....
Inwood.....											.....
Fort Washington.....											.....
One Hundred and Fifty-second street.....											.....
Manhattan.....											.....
Sixty-sixth street.....											.....
Thirtieth street.....											.....
Irvington.....		2.52				3.41					.....
Dobbs Ferry.....		2.57				3.48					4.32
Hastings.....		3.00				3.52					4.37
Glenwood.....		3.05									4.40
Yonkers.....		3.09									4.45
Mt. St. Vincent.....		3.14				4.01					4.49
Ludlow.....		3.12				4.05					4.54
Riverdale.....		3.16									4.52
Spuyten Duyvil.....		3.20				4.08					4.56
Kingsbridge.....		3.24									5.00
Morris Dock.....		3.28			2.08			5.35			5.04
High Bridge.....		3.31			2.13			5.39			5.08
Mott Haven.....					2.15			5.41			5.11
Harlem.....		3.37					4.34				.....
One Hundred and Thirty-eighth street.....		3.40					4.37	5.06			5.17
One Hundred and Tenth street.....							4.40				.....
Eighty-sixth street.....							4.44				.....
Grand Central Station.....		3.50				4.35	4.28	5.15		5.40	5.25

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.										
	70	30	90	159	70	55	52	72	32	72	92
Tarrytown.....	N.Y.C. Har. Div.	N.Y.C. Har. Div.	N.Y.C. H.R. Div.	N.Y. and N.H. Div.	N.Y.C. H.R. Div.	N.Y. and N.H.	N.Y. and N.	N.Y.C. H.R. Div.	N.Y.C. Har. Div.	N.Y.C. Har. Div.	N.Y.C. H.R. Div.
East View.....	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Elmsford.....											
Ardsley.....											
Odells.....											
North Yonkers.....											
South Yonkers.....											
High Bridge.....							6.30				
One Hundred and Fifty-fifth street.....							6.48				
Fifty-third street.....							6.53				
South Ferry.....							7.20				
New Rochelle.....							7.45				
Pelham Manor.....				5.45							
Barrow.....				5.50							
Baychester.....				5.53							
Westchester.....				5.56							
Van Nest.....				5.59							
West Farms.....				6.02							
Hunts Point.....				6.05							
Casanova.....				6.08							
Port Morris.....				6.11							
Harlem River.....				6.14		6.04					
Mamaroneck.....				6.18		6.09					
Larch Manor.....						6.14					
New Rochelle.....						6.19					
Pelhamville.....											
White Plains.....											
Hartsdale.....											
Scarsdale.....									6.39		
Tuckahoe.....									6.44		
Bronxville.....									6.50		
Mt. Vernon.....									6.53		
Woodlawn.....	4.55					6.24			6.59		
									7.04		

[illegible]

CONSOLIDATED TIME TABLE — (Continued).

STATION.	TRAIN.										
	161	94	54	63	74	74	56	36	76	69	96
Tarrytown	N. Y.	N. Y. C.	N. Y. and N.	N. Y. and N. H.	N. Y. C. H. R. Div.	N. Y. C. H. R. Div.	N. Y. and N.	N. Y. C. Har. Div.	N. Y. C. H. R. Div.	N. Y. and N. H.	N. Y. C. H. R. Div.
East View	N. H. Har. Div.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.	P. M.
Elmsford											
Ardsley											
Odells											
North Yonkers											
South Yonkers			7.25				8.25				
High Bridge			7.46				8.44				
One Hundred and Fifty-fifth street			7.50				8.49				
Fifty-third street			8.20				9.17				
South Ferry			8.45				9.45				
New Rochelle	6.51										
Pelham Manor	6.55										
Barrow	6.58										
Bay Chester	7.01										
Westchester	7.05										
Van Nest	7.07										
West Farms	7.10										
Hunts Point	7.13										
Casanova	7.15										
Port Morris	7.17										
Manhasset	7.20										
Manhasset Neck				7.59						9.23	
Larch Manor											
New Rochelle											
Pelhamville											
White Plains											
Hartsdale											
Scarsdale *								8.23			
Tuckahoe											
Bronkville											
Mt. Vernon				8.19							
Woodlawn											
								8.44			

Williams Bridge	8.25	8.00	8.48	9.45
Bedford Park	7.37	8.02	8.50	9.48
Fordham		8.04	8.53	9.52
Tremont		8.07	8.56	9.56
Centre Morrisania		8.09	8.59	9.59
Morrisania		8.12	9.01	
Melrose		8.14	9.04	
Spuvten Duyvil				
Inwood	7.00			
Fort Washington	7.03			
One Hundred and Fifty-second street	7.07			
Manhattan	7.11			
Sixth-sixth street	7.14			
Thirtieth street				
Irvington	7.30			
Dobbs Ferry		8.07	9.12	10.15
Hastings		8.12	9.17	
Glenwood		8.15	9.20	
Yonkers		8.20	9.25	
Mt. St. Vincent		8.24	9.29	
Ludlow		8.29	9.34	
Riverdale		8.27	9.32	
Spuvten Duyvil		8.31	9.36	
Kingsbridge		8.35	9.40	
Morris Dock	7.34	8.39	9.44	
High Bridge	7.39	8.43	9.48	
Mott Haven	7.46	8.46	9.51	
Harlem		8.18	9.08	
One Hundred and Thirty-eighth street		8.20	9.11	
One Hundred and Tenth street		8.23		
Eighty-sixth street		8.26	9.14	
Grand Central Station	8.45	8.32	9.23	
			10.05	10.10

STATE OF NEW YORK.

No. 73.

IN ASSEMBLY,

MARCH 27, 1888.

REPORT

OF THE SUB-COMMITTEE OF THE WHOLE.

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 228 (G. O. 110, Introductory No. 378), entitled "An act to amend an act entitled 'An act to authorize the commissioners of highways of the town of Germantown, in the county of Columbia, to borrow money for the purpose of defraying the expenses of constructing a dock in said town, and to provide for the payment thereof,' passed April 2, 1866," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 365 (G. O. 152, Introductory No. 439), entitled "An act to amend chapter 180 of the Laws of 1845, as amended by chapter 455 of the Laws of 1847, and as further amended by chapter 315 of the Laws of 1872, by fixing the compensation of commissioners appointed by county courts to assess damages for laying out, altering or discontinuing highways," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Martin	
Grippin	Cheney, W. W.	Rosenthal	Cashow	
Brown	Adams			10

FOR THE NEGATIVE.

Weidner				1
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Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 366 (G. O. 153, Introductory No. 60), entitled "An act to authorize the Pine Plains Cemetery Association of the town of Clay, county of Onondaga, to care for and control all that parcel or plot of ground now set apart for burial purposes and known as Pine Plains cemetery, situate in aforesaid town," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 456 (G. O. 171, Introductory No. 246), entitled "An act to release certain lands which have escheated to the State to Johann Heinrich Straack, Anna Margaretha Schmidt, and Elizabeth Mueller, children of Gottfried Straack, late of the city of Buffalo, and to enable said children to convey the same," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 457 (G. O. 172, Introductory No. 295), entitled "An act to grant and release to Julia Henne all the title and interest of the people of the State of New York in and to certain real estate in the city of Buffalo, county of Erie and State of New York, of which Christoph Henne died seized," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow
Grippin	Cheney, W. W.	Rosenthal	Weidner
Brown	Adams	Martin	

11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 517 (G. O. 204, Introductory No. 700), entitled "An act to amend chapter 128 of the Laws of 1886, entitled 'An act to authorize the board of commissioners of police of Richmond county to regulate and prohibit the landing at certain points on the north shore of Staten Island of passengers from excursion boats,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported favorably by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.,	Cashow
Grippin	Cheney, W. W.	Rosenthal	Weidner
Brown	Adams	Martin	

11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No 533 (G. O. 213, Introductory No. 490), entitled "An act to amend chapter 80 of the Laws of 1847, entitled 'An act to authorize executors and administrators to compromise and compound debts due to their testators or intestates, in relation to sale of doubtful claims,'" reported in favor of the passage of the same, without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow
Grippin	Cheney, W. W.	Rosenthal	Weidner
Brown	Adams	Martin	

11

Mr. Davis, from the Sub-Committee of the Whole, to which was referred the Assembly bill No. 566 (G. O. 229, Introductory No. 387), entitled "An act to amend chapter 482 of the Laws of 1875, entitled 'An act to confer on boards of supervisors further powers of local legislation and administration and to regulate the compensation of supervisors, as amended by chapter 512 of the Laws of 1880, as amended by chapter 543 of the Laws of 1881,'" reported in favor of the passage of the same, without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 567 (G. O. 231, Introductory No. 752), entitled "An act in relation to the lighting of streets in the twenty-sixth ward of the city of Brooklyn," reported in favor of the passage of the same with an amendment, as follows:

Strike out the word "hereafter" in lines 4 and 6, and add to section 1 the following:

"Nothing herein contained shall affect the application of money heretofore raised for the purposes of paying the cost of lighting streets and public places in said twenty-sixth ward; and all moneys necessary to meet the contracts heretofore made with the town of New Lots for lighting the streets and public places in the territory now included in such ward during the present year, over and above the amount heretofore raised, shall be included in, and paid from the proceeds of the next annual tax levy in said city. Hereafter the money necessary to meet any such contracts shall be included in, and paid from, the money annually raised for such purposes.

Said bill, as amended, was reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 568 (G. O. 232, Introductory No. 629), entitled "An act to amend section 1 of chapter 96 of the Laws of 1880, entitled 'An act to provide for the improvement and care of private parks in the city of Rochester, in this State,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 578 (G. O. 244, Introductory No. 807), entitled "An act to amend chapter 482 of the Laws of 1875, entitled 'An act to confer on boards of supervisors further powers of local legislation and administration, and to regulate the compensation of supervisors, and the acts amending the same,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 579 (G. O. 245, Introductory No. 806), entitled "An act to amend chapter 737 of the Laws of 1873, entitled 'An act in relation to the creation and formation of water-works companies in towns and villages of the State of New York, as amended by chapter 415 of the Laws of 1876, and chapter 171 of the Laws of 1877, and chapters 77, 213 and 321 of the Laws of 1881, and chapter 483 of the Laws of 1883, and chapter 422 of the Laws of 1885, and chapter 593 of the Laws of 1886,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 629 (G. O. 259, Introductory No. 296), entitled "An act to provide for the hearing of the claim of George Long, for moneys paid, laid out and expended, while in the employ of the State, as an employe of the Erie canal," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 630 (G. O. 260, Introductory No. 381), entitled "An act extending time for rehearing or appeal in Court of Claims, of certain claims heretofore decided by Canal Appraisers," reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Cashow	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams	Martin		11

Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 574 (G. O. 238, Introductory No. 767), entitled "An act to further amend chapter 133 of the Laws of 1847, entitled 'An act authorizing the incorporation of rural cemetery associations,'" reported in favor of the passage of the same without amendment.

Said bill was ordered reported by the following vote:

FOR THE AFFIRMATIVE.

Davis	McAdam	Cheney, H.	Martin	
Grippin	Cheney, W. W.	Rosenthal	Weidner	
Brown	Adams			10

FOR THE NEGATIVE.

Cashow				1
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Mr. Davis, from the Sub-committee of the Whole, to which was referred the Assembly bill No. 575 (G. O. 239, Introductory No. 336), entitled "An act to amend an act entitled 'An act allowing illegitimate children to inherit real and personal property in certain cases, passed April 18, 1855,'" reported in favor of the passage of the same with an amendment, as follows :

"SECTION 2. This act shall take effect immediately."

Said bill, as amended, was ordered reported by the following vote :

FOR THE AFFIRMATIVE.

Davis	McAdam	Adams	Martin	
Grippin	Hughes	Cheney, H.	Cashow	
Brown	Cheney, W. W.	Rosenthal	Weidner	12

FIFTH ANNUAL REPORT

OF THE

Bureau of Statistics of Labor

OF THE

STATE OF NEW YORK,

FOR THE YEAR 1887.

TRANSMITTED TO THE LEGISLATURE APRIL 2, 1888.

THE TROY PRESS COMPANY, PRINTERS.

1888.

STATE OF NEW YORK.

No. 74.

IN ASSEMBLY,

APRIL 2, 1888.

FIFTH ANNUAL REPORT

OF THE

Bureau of Statistics of Labor for the Year 1887.

STATE OF NEW YORK :

BUREAU OF STATISTICS OF LABOR, }
ALBANY, April 2, 1888. }

To Hon. FREMONT COLE,

Speaker of the Assembly:

SIR. — In pursuance of chapter 356 of the Laws of 1883, I have the honor to present herewith the Fifth Annual Report of the Bureau of Statistics of Labor of the State of New York, and respectfully request that you will lay the same before the Legislature.

I have the honor to be,

Yours very respectfully,

CHARLES F. PECK,

Commissioner.

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R E P O R T.

INTRODUCTION.

The interest which has of late years been developed in the welfare of the workman and laborer has settled into the scheme of public and personal duty. It needs only a superficial acquaintance with the course of history to recall the fact that, in past ages all legislation that touched labor has been for the purpose of enforcing duties upon or compelling work from the luckless laborer whose purpose in life was to perform a maximum of work with a minimum of wage, just sufficient to keep body and soul together, for the profit of the upper classes. Now, however, that harsh regime has passed away, and not only is the workman or producer thought useful, but his advancement is paramount with statisticians and legislators, and his well-being is a subject of constant solicitude. Harsh and oppressive enactments have been repealed, and in substitution we have beneficent and protective laws designed to afford encouragement to the workman and to remove asperities from his path in life, and proclaiming the conviction of legislators as to the value of the laborer's thorough co-operation in the maintenance of wise and good government.

A brief retrospect of the acts passed during the one hundred and tenth session of the Legislature of this State serves not only to set before us the amount of attention given to the labor interests during the year 1887, but to recall to us how much had been done previously.

These acts include laws, either original or amended, for arbitration of difference between employers and employes, for co-operative savings and insurance funds; for public industrial drawing schools, day or evening; for a mechanics' wage lien; for inspection and supervision of tenements and lodging-houses; for protection of women and children employes; for free libraries, public holidays and half-holi-

days; checking competition by convict-made goods; for securing to workmen the right to membership in labor organizations; for extending and securing liens for wages; for regulating factories; for protecting messenger boys' morals; for enforcing the observance of the Sabbath; for limiting hours of labor on surface railroads, and for other related purposes, of all which, it is safe to say, that a generation ago, there would have been an outcry and protest for pernicious activity and interference with the sacred rights of capital, against which a man might not lift his hand and live.

Some of these acts are original; others are amendments or extensions of laws previously passed, but which on trial were found not to work satisfactorily. It goes almost without saying that much of this legislation is tentative. It is plowing up new ground, and is in many respects against the traditions. It is to be expected that blunders will be made, and that now and then persons with "axes to grind" may misdirect the legislator enthusiastic in the cause of humanity. Those are, however, trifles, and will settle down with time. It is enough that the spirit of the age is in favor of the worker and that the laborer is held worthy of something more than his wages hire, for as much as he is also a most valuable helper in the building up and maintenance of society and its institutions.

The Bureau of Labor Statistics has been recognized as a means eminently useful for the attainment of knowledge of facts and conditions, necessary to effective legislation in all matters pertaining to the relations and reciprocal obligations of labor and capital. State Bureaus of Labor Statistics are now in existence in Massachusetts, New York, California, Michigan, Wisconsin, Pennsylvania, Missouri, Ohio, New Jersey, Illinois, Indiana, Iowa, Maryland, Kansas, Connecticut, North Carolina, Maine, Minnesota, Colorado and Rhode Island; besides which there is a National Bureau at Washington, D. C., under the direction of Mr. Carroll D. Wright, who is also the chief of the Massachusetts Bureau. In process of time it is to be hoped that the

other States will fall into line, especially the Southern States, where there have been great social and political changes in labor relations, and in which extraordinary industrial interests are in process of rapid development. The chiefs of the several bureaus are in perfect accord in their general views, and they have formed a convention, from the concerted action of which, including the interests of a vast population, the happiest results may be anticipated in the study of labor interests and the application of knowledge to the most beneficial results.

The past year has been noteworthy for the great coal and 'longshoremen's strike, which, originating in New Jersey, extended to New York city and caused great distress among the poor and no little anxiety to men of business. A full account of this will be found in its proper place. Meantime it is permissible to call attention to the fact that a small strike, originally involving but a few laborers and reaching in money value only to a small sum readily recoverable in detail from the consumers of an article of prime necessity, disturbed, almost deranged the business interests of the greatest city on this continent; a suggestion pregnant with meaning as to the solidarity of commercial and laboring interests, and worthy the attention of the humanitarian and the legislator. The other labor troubles of the year are various and numerous, but have been comparatively unimportant; although I hesitate to apply the word "unimportant" to any action which intimately concerns the daily bread and the well-being of a large number of honest workers and their families. Moreover, and it must be borne in mind, the disturbing influence of a trade trouble often finds its maximum in some other calling not always closely related.

WORK OF THE BUREAU.

Hitherto the inquiries of this Bureau have been detached, dealing with special callings and their incidents. This has been in some measure from the necessity of the case and the limits of our expenditure. In homely language, "the

coat has been cut according to the cloth." A very great deal has been done in detail and in working out conclusions, but it must be remembered that the enterprise is intended to last, and that the work being well begun is the more easily kept up and carried through. In the attempt thus far satisfactory progress has been made, but perhaps the best result attained is that we have laid down the basis and devised the scheme of fuller and more perfect work, for which, however, additional machinery and more liberal outlay will be required.

The statistician knows better than any one how easy it is to make mistakes and how difficult to avoid erroneous conclusions. If the data be open to question the conclusions must be unreliable. This mere truism suggests the need of complete investigation, of a frequent traveling over the same ground until accuracy is secured. It is easy enough to illustrate this position out of any business man's daily experience in the narrow circle of personal action. How much more perplexing when the work must pass through many hands and when it includes the relations of a vast community! A proverbial slur upon statistical statements is that "figures can be made to prove anything." That is so; but when the facts behind the figures are irrefutable, then, indeed, we have a solid formation whereon to build. The reliability of statistical statements implies time and patience, collection and comparison, with much going over and repetition by trustworthy agents. The details of a manufacturer's business cannot be learned by a perfunctory inspection. How much less the business of a great people with the bewilderingly multifarious occupations, the disturbing influences and the intricate and changing involutions! And yet it is precisely this which the modern statistician and philosopher declares must be known and understood, before we can hope to lay the permanent basis of wise legislation for good government. The reckless demagogue boldly perverts or ignorantly misunderstands the logic of facts, when he asserts that the capitalist is a cheat and a robber, a useless drone, sowing where he does

not reap, or that the worker is always a victim of oppression ; but the way to meet the proposition is to look at the statistics which, if correct, establish truths without which argument is futile. The modern philosopher is not content with fanciful theories based on the seeming fitness of things ; he finds his facts and figures, and having verified them, proceeds to construct his theories out of hard, solid truths, not out of the cobweb films of his own fancy or from distorted facts or figures cooked with prejudice.

Political economy, the "dismal science," as it has been called by a great writer who would not accept or did not understand its teachings, will help, where generally understood, to remove false ideas from the minds of the many. Not merely the political economy of the schools, however, but the science of the teacher who, knowing facts, reaches out after truth, and through correct postulates establishes sound deductions. Educated men know that capital, credit, profits, ready money, debts, property, etc., are the subject matter of political economy. The workingman only recognizes in these words terms which bear somehow on his earnings and tend to justify the smallness of his share in the general good. The public teacher who attempts to introduce the workingman to a sound knowledge of this science, and to make clear to him what should and what must be his fair share in the general result, does a noble work.

In the first act for the establishment of this Bureau it is directed as follows :

"§2. The duties of such commissioner shall be to collect, assort, systematize and present in annual reports to the Legislature, within ten days after the convening thereof in each year, statistical details relating to all departments of labor in the State, especially in relation to the commercial, industrial, social and sanitary condition of workmen, and to the productive industries of the State."

My first report for 1883 was necessarily brief. It included the results of an inquiry into the prison contract labor system.

The report for 1884 included (1) an inquiry into factory and child labor, with an appendix on the maladies incident to trades. (2) The general and trade education of factory children and a synopsis of factory laws in various States of the Union and in Great Britain. (3) An account of a visit to the city of Pullman, Ill., by the several State Commissioners of Labor Statistics.

In my report for the year 1885 I treated the questions of woman and child labor, long hours and the homes of the working people, especially the tenement houses; foreign cheap labor, strikes, boycotting, labor organizations, their uses and methods.

In my report for 1886 I dealt with the subject of apprenticeship and the expediency of making provision, social and legislative, for the continuation and succession of our native-born artisans and skilled mechanics—a question which I regard more earnestly than ever, as of vital importance to our country and our institutions; the immigration of adult skilled labor into this country, involving, as I believe, great and imminent peril to our social and commercial relations, of which we have had ample evidence during the past year. As an accompaniment to the apprenticeship chapter I presented a view of manual training. I venture to think the investigation of that subject, as a part of public education, has not been without effect.*

I have heard from many quarters on the subject, and the chord struck in Albany vibrated in the education board of New York city, who determined to give manual training a trial in some of the schools under their control, with a view to extending its utilization if found satisfactory. The strikes of 1886 also received attention, and were special subjects of inquiry, especially the great street-car strikes, the famous cigarmakers' strikes, the Troy laundries strike and the knit goods strike, affecting eighty-six factories and 20,000 hands. Beside these strikes, there was a chapter on

* The report was much sought after by school boards, trades unions and other persons, but unfortunately the edition was limited by act of Assembly and was soon exhausted. There was not enough to go round.

boycotts and the law of boycott, with tables of the strikes, numbers engaged and results.

That the presentation of these topics, impartially treated, was of interest, is proved by the numerous applications for copies of the report. That the effect should be immediate is not to be pretended. But if knowledge be power, it is at least expedient that the workers who form so preponderating a part of every community should know something about themselves, their duties and rights, in order that they may turn the power of their united action to the best account; while it is of not less importance that legislators and men in authority should know something of the acts, wishes and conditions of the workingmen, who in this country are all citizens and mostly voters. The following words from the remarks by a leading employer on a trouble in his factory are relevant just here:

“My experience is and has been more than doubly verified by the personal experience I have lately gone through with—*that a large majority of the strikes engaged in occur wholly through ignorance.*”

During the last year, 1887, this Bureau has investigated—strikes.

The report treats of the strikes, their causes and consequences.

There are special articles on the coal and 'longshoremen's strikes, which formed the subject of legislative investigation. The trade disturbances of 1887, though not so important as those of last year, have been more numerous.

A reason may possibly be found for this increased excitability in the policy pursued by that great body, the Knights of Labor, which has placed itself in an attitude of hostility and has manifested excessive activity wherever cause for interference has been given. It is the common news of the press, that new organizations for the consideration of labor interests are in a state of growth. On this account it may have been thought politic to display extra zeal in the cause of affiliated societies, and hence the extra strikes.

AN INDUSTRIAL CENSUS.

In conducting the business of this Bureau I have been forcibly impressed with the need for an extension of its powers with a view to increased usefulness. The term "Bureau of Labor Statistics" implies the need of inquiring into all the facts and figures which pertain to labor; its application, its variety, the numbers engaged, with their several callings, earnings, general and personal conditions. In this connection I beg to call attention to the words of the legislative act defining the duties of this Bureau: "To collect, assort, systematize and present to the Legislature in each year statistical details relating to all departments of labor in this State, especially in relation to the commercial, industrial, social and sanitary condition of workingmen, and to the productive industries of the State." Hitherto the form of inquiry has been more particularly directed to specific relations between the employer and the employed, especially to the strikes, upon which a large amount of useful information has been obtained and worked out.

I ask, however, that this Bureau now be placed in a position to carry out the purposes of its creation, to extend its inquiries into all the conditions and facts that pertain to labor, and, in fact, to direct the work of this Bureau toward that which was its original intent.

The State of New York is not only the chief State of the Union in population and wealth, but it is an epitome of the nation. With the exception of the precious and some other metals, coal, cotton, sugar and rice, it produces nearly everything produced in any other State. Its financial and commercial supremacy admits of no question. The city of New York is the commercial and financial capital of the country; it is only second to London among the commercial cities of the world. It is the port of immigration, with an influx of over 300,000 per annum, and with every prospect of the continuation of this human flood unless it shall be deemed expedient by our national statesmen and legislators to interpose some restraining influence, out of their consideration for the interests of the native-born and those

already naturalized. Besides its importance in commerce and finance, New York is a great manufacturing and agricultural State. Thus, as a whole, an Industrial Census of this State would in measure represent the conditions of the whole nation, with the advantage of being more frequent, and, therefore, of presenting means for a quicker computation and comparison in results.

An Industrial Census should give us the figures of the actual population engaged in production and distribution. It should give us the hours, the wages, the families, the ages and occupations; their health as affected by callings, the methods of business, the stoppages of trades, with the reasons for hard times—in brief, all the facts and conditions of industrial life.

This information, collected and classified, would be a sound basis on which the legislator and the philanthropist could take action; without it we work in uncertainty, tentatively; efforts at legislation are piecemeal and inharmonious, always experimental, sometimes contradictory. We have reached a point in our development of governmental conscience that the *laissez faire* policy, on the basis of every man for himself, is no longer possible. The workingman as such, has his place, and his interests are of the very highest significance in our social and political system. The lowest price may continue to rule the market, although the cheapest is not always the best, but it may be possible in some way to govern the limit of depression and to protect the willing workman against poor pay or enforced idleness.

STRIKES,

their causes and consequences, have been very prominent subjects in compelling the attention which labor interests have received in recent years. Had the laborer been quiet and suffered in silence, as he had done through the centuries, with only occasional outbreaks, we should have gone on as our forefathers did. But the persistent strikes, the labor organizations, and the repeated interruptions to money-making and quiet capitalistic investment, have compelled

attention to the laborers' wants and claims. The causes of strikes became a pressing question; the social agitation by the laborer and his friends was a something that called for examination and settlement. Hence the effort of this Bureau, and of those who formed and set it in motion, has been to investigate strikes, their causes, methods and effects. We have always known that the poor man's disgust with society, and his revolt against the platitude of the poor man's bounden duty to be content, were the outcome of too much work and too little wages; but how too much work and why too little wages, are questions that the modern social inquirer seeks to answer. The poor man used to think that risings with force and violence and destruction of property might perhaps effect some result, and so indeed they did. They showed that he was in earnest. Violence was met with violence. But when poor men began to meet together quietly, they found men in their own ranks and others from outside who could reason and who applied the arts of persuasion. They found success by moral agency where brute force had failed. Peaceful organization enlisted opinion in their favor, and deprived their rulers and taskmasters of the right to repel force by force. To this change of temper on both sides must be attributed the growth of the new social sentiment in favor of the workingman and the recognition of his practical uses. The value of labor, and, *a fortiori*, of the laborer, is now an article of social faith, not a cheap copy-book sentiment. The troubles of the workman, his dissatisfaction and his strikes, have become a prominent subject for investigation. It cannot be said that the idea is exhausted; we are, on the contrary, only at the beginning of its analysis. But having thus begun, it is in order to say that there are other matters than strikes in our labor system which should form the subject of inquiry. We have to look not only into the facts and laws of production, but into distribution and consumption, co-operation or competition; into all the facts, in short, which are found in our trade and business relations. This

field of research all lies within the scope of this Bureau's investigation.

RESULTS OF STRIKES

are a most important subject. The handicraftsman or laborer lives through his wages. No work, no wages. No wages, no food, no lodging, either for himself or those dependent on him. It must be a great and strong motive indeed which impels a man to suspend work and cut himself off from wages. He very often makes a mistake, but he is terribly in earnest. He proves it by self-sacrifice, the sharpest test of faith and principle, if not of judgment and prudence. Even when the striker gets assistance from his organization, it is only a relief, not a wage, not equal to his needs, but only to help him tide over obstacles and discomforts.

We often hear that the workman has acted rashly in striking without sufficient cause. That position is not to be disputed. But what is a sufficient cause? It may be a point of honor and principle, as well as a point of self-interest. Bitter quarrels of men or nations often originate in the veriest trifles. Wages and working hours, shop rules or an overbearing foreman, are not trifles to the workingman; though to the employer, as to the man who does not feel the nail in the shoe, they may seem but small things to make a fuss about. Sympathetic strikes seem the most foolish of all. To "go out" in order to redress another man's grievance looks impractical; and yet, it is the adherence to a principle, devotion to a cause. Then the result of strikes, although immediately involving loss of time and loss of wages, are not always a waste of energy or patience. They have helped to raise wages, to shorten hours, to improve the condition, not only of the particular workmen who have risen up in protest, but also of the masses. A strike in a particular shop for reasonable cause often ends in general improvement. Bakers have reduced their hours from eighteen to about twelve. The nine-hour day is due to the strike system. Wages in whole trades have gone up from ten per cent to thirty per cent because the

men in particular shops have asserted themselves and made good their claim to consideration. Even a "lost" strike is not always a dead loss. It may carry with it the promise and potency of betterment in some other way. Then the employer does not feel the pinch of a strike in his own home, his food, his clothes, as do his workpeople; but the employer has bills to meet, rent to pay, and other causes for anxiety, and he cannot be indifferent to the stand-still of a great business; even if a strike be unsuccessful it brings to mind that what has happened may happen again, and may be repeated with worse effect; with the fear of another strike before his eyes, the taskmaster may feel compelled to do tardy justice. The majority of employers, to their honor be it said, are in pleasant relations with their workpeople. They are willing to pay what the trade will afford, as they understand it. There is strong competition between business men, while between wage-earners there is not much competition except from the newcomers. A notable "result" attained by strikes and organization is a tendency to establish fixed rates from one season to another. One of the points debated and not yet settled, is whether the uniform wage is to the profit of the trained and thoroughly competent and reliable workman. It is said that there is no law against an employer paying a man extra for his extra good work, but it is more exact perhaps to say, that such a man is always sure of employment and gets his quota of the general advancement.

The Strike is a mighty argument. It is war, and a great responsibility rests on both parties, those who provoke it or those others who use it lightly. Sometimes we hear of strikes being forced by rival organizations through jealousy of each other's supremacy; a sort of civil war. This rash and ill-advised ambition deserves the strongest reprobation.

The strike of the employes is sometimes met, occasionally anticipated, by the "lock-out" of the employer. All the remarks as to prudence and equity which apply to the men apply with greater force to the master. He does not altogether depend on earnings. He can get back on his

customer for increased cost of production; the consumer pays all expenses at last. The employer is supposed to be better informed, and on him rests a higher duty; but there is as much perversity and prejudice on the one side as on the other.

In the Strike Relief Fund, we find a strong and interesting proof of the solidarity that exists among the workingmen. Unions not only assist their own members, but they make loans and advances to each other just as great capitalists in stress of circumstances are said sometimes to do; though possibly capitalistic beneficence is less from sympathy than in the presence of a common danger. The unions stand together to defend a principle and make heavy sacrifices for the cause.

The value and significance of trade organization to which the strike, as the protest in action, is the necessary accompaniment, are shown positively in the advancement of the workingman, negatively in the non-advancement of the workingwoman. In the cigar trade, in which women are paid the same rate of wages for the same class of work, the women have been sharers in the general improvement resulting from combined action. In the textile trades, where men and women stand on the same plane, they have got their share of such advancement as has resulted from general action. Even in the subdivisions of the sewing industries, where men and women work together, tailors for instance, the women get some share of the general good, which, small as it may be, is, at any rate, equitable. But in other industries which are given over to women exclusively, and in which there is no organization, the wages are at the lowest notch and it is a ceaseless struggle against starvation.

Whether the strike should be an incident of our competitive system is not worth arguing. It is with us, and it has its value, although the right of resistance or self-assertion may be occasionally abused through excess of zeal or personal ambition.

While adverting to the all-pervasive quality of labor interests it is well to mention agricultural labor, to attain to some knowledge of which this Bureau has made effort, but finds itself blocked at the outset by the absence of records and by the total want of organization. The master farmer has his books and newspapers, his methods of intercommunication, his granges and societies. He is even a factor in politics, as witness the appeal to him by the Land and Labor patriots. But the farm laborer is only known as a social fact; whence he comes, whither he goes, what happens to him in winter, where his habitat or what his habits, are all unknown, with the solitary exception that he can be heard of at Castle Garden by those who want to hire him; which goes to prove what an enormous number of unknown and undistinguished aliens, possible voters, there must be among our farm laborers.

Passing the agriculturist, the old original laborer, for Adam dressed the garden before he made himself breeches, the ranks of "labor" in modern life are limited by some to the artisan and handicraftsman. But this limit to technical or constructive activity excludes a vast number who serve in the labor ranks. Without distribution, production would be almost useless. The farmer or the mechanic needs agents and assistants between himself and those who profit by his skill or consume his products and commodities. Thus the labor inquirer must take account not only of those who grow and build or make, but of the numerous army of middle men, the clerks and salesmen, the drivers and porters, down to the errand boys. In the plan of our newest social system we find the smaller people organized and banded for defense if not for aggression. Indeed, the aggressive attitude is falling almost into disfavor, for the mere banding together of individuals gives them power. We moderns respect union; we respect the force of a common purpose, and inasmuch as mankind has come to know that moral influence is more potent than brute force, it only requires to show that there is union and its strength is admitted.

Every one is aware that by the increase of machine power and the progress of applied science, an immense increase of production has been achieved in this century to the great gain in the comforts of life for mankind at large. But it is not so generally known that by improvements in machinery and manufacturing processes the increase of production still proceeds and, in a ratio, even surpassing that which has heretofore been accomplished in equal periods of time. Thus it is alleged that in Great Britain alone, which may be said to be wholly dependent on her commerce, her manufactures and her minerals, the increase of production has, through mechanical improvements, in some cases amounted to 20 per cent in the last two years. I have no means of verifying such a broad allegation, but all who take note of the course of trade and mechanical enterprise must know that prodigious strides have been made in manufactured products even within two years, and that the work still goes on. Every day we hear or read of something new in the way of invention or combination by which the profits of capital may be increased and the use of human labor reduced. In such case it is self-apparent that the laborer stands justified in agitating for shorter hours and better wages as his share of the general increment, and of course when he has won his better position he must continue to use all lawful or honorable means to hold it.

In justification of organization by workingmen I would adduce the opinion of a great manufacturer, a legislator and chief magistrate of our greatest city, Hon. Abraham S. Hewitt. He says :

“I have repeatedly expressed the opinion that organization is necessary both for employers and employes ; that they consult their duty and their interests alike by forming unions. It will be a great misfortune if they were broken up, and in the future I think that strikes and boycotts will cease to exist because the organizations will, through proper agencies, either settle or arbitrate their differences without recourse to extreme measures. This

has been the cause of progress in Great Britain, and I think it will ultimately result in the same way in this country.

* * * In the case of manufacturers who will not pay the current rate of wages, I should recommend resistance on the part of the workmen through union, and if necessary through the aid of other unions of workmen. It is exceedingly desirable that the standard of wages paid to workmen should be as high as possible, and all efforts to raise the rate of wages, without interfering with the rights of individual workmen, are to be encouraged by right-minded men."

One of our best known writers on labor topics says of trade combinations:

"They are efficacious and they recognize the fact that the social problem cannot be wrought out by individual or class, but only by a combination of workmen. Labor combinations will remain as long as we are a progressive people, and they give the workmen a firmer footing in the economic world, greater intelligence and nobility; more power to resist than as individuals and more promise for patience. Strikes on the whole have wrought more good than mischief; and as long as the temper of the world is for war for a settlement of difficulties, it ill becomes publicists to criticise workmen for striking."

The possibility of strikes is a restraint on capital, and if none had occurred the poor man would never have gained anything from the generosity of capital. Labor combinations produce in the workman a forecast of economy and self-respect, teach intrinsic justice toward all, broaden the mind, secure social gains, cause potent recognition in politics, and therefore promote a sense of responsibility and make co-operation between labor and capital more easy.

In examining the conditions of labor and its relations to our social system I am impressed by the fact, that while our public policy admits of duties more or less prohibitory on imported merchandise, we place no obstacle in the way of imported labor. The effect of this liberalism is a steady

influx of labor, skilled and unskilled, with the inevitable tendency to depression of wage-earnings through a constant supply of new material. The newcomer is eager to work and is not under restraint of trade principles or affiliations; but, on the contrary, his needs are urgent and he must get employment immediately.

A most important feature in business relations at the present time is the combination of capitalists, not in legitimate trade, but for the sake, as it should almost seem, of repressing competition between each other and for the sake of mutual support. Against what? There are but two agents against which capital can coalesce. The consumer or the wage-earner. The capitalists' "combine" appears under several names, but the one most generally known to-day is the "trust." We have alliances offensive and defensive between coal barons, coal and lard oil refiners, brewers, sugar makers, rubber manufacturers, gas companies and numerous other trades. Formerly the theory of trade and commerce was founded upon competition, and it was supposed that competition secured all the advantages of enterprise and ability and promoted the public weal, while keeping commerce and trade sound and wholesome, just as the flow of running water maintains its purity. It used to be thought that combinations against the consumer or to enhance prices were not only reprehensible but illegal. Our capitalists have got beyond that idea.

I respectfully suggest that this Bureau be specially authorized to inquire into the nature and purpose of these "trust" combinations.

Among many excellent statutory provisions in aid of labor passed last session, of which the text is given elsewhere, I note those creating liens on property for wages due, which for the most part affect wages earned by work done on a particular property. Also providing that for wages overdue and earned on stock company's works individual stockholders may be held liable; this is a most equitable arrangement and has the advantage of a reflex action in compelling shareholders to look into expenditure and the proper application of moneys disbursed. An addi-

tion which I venture to think would be of advantage, is that all overdue wages of laborers, clerks and servants, should be a first charge on all estates in liquidation.

There is one topic which to me seems most important in the workingman's condition, but into which I have not yet had the opportunity or ability to inquire. I mean the bodily injuries to which workingmen are subject in their vocation. In my report for 1884 I included a very able and comprehensive medical report on surgical malformations incidental to particular occupations, as also on the ailments which accompany work under special conditions or from the use of harmful materials. These are matters which will have further attention in due course, but just now I particularly allude to injuries that are not inevitable in the nature of the business and against which the worker cannot guard himself, but which may occur, as it were, from the outside, and from causes that ought to be preventible; such, for instance, as when a weak scaffolding gives way or when a workman is hurt through carelessness in which he is clearly not a participant. It is said, for example, that over 1,000 men are annually killed in mines in Great Britain and many thousands maimed. How far do we go in such a catalogue of contingencies? At present our legists incline to the doctrine of contributory negligence. Do we even provide for such contingencies in the wages? Is it not true, as satirically suggested, that dangerous callings are more poorly paid because only the reckless or shiftless will follow them? Sailors are a class proverbial for a dog's life and poor wages, while owners and officers are practically irresponsible.

CONDUCT OF STRIKES.

Much change has taken place within the last two years in the manner of ordering and conducting strikes. Many of the labor organizations have revised their rules governing trade difficulties. This is made very plain by an examination of their constitutions and by-laws. Indeed, some of them have gone so far as to wholly rescind obstructive rules, and insert provisions in their laws which prevent the usage of what they term "shop calls." Formerly it was the custom to stop work and consider the matter in dispute

during working hours. Now, when found necessary to discuss a grievance, the subject is postponed until after the days' work has been performed, and sometimes the whole matter is discussed outside of the shop altogether. These meetings have been a cause of annoyance to employes themselves, since they had to lose the time consumed in settling the matter in dispute. In shops where a large number of men are employed it will readily be seen that even half an hour taken off the individual worker's time forms no inconsiderable loss to the employer, and is an unnecessary sacrifice on the part of the employe. These abuses do not exist in any of the old organizations, as provision is made for such contingencies by the creation of what are termed executive committees. Where the latter do not exist, it is the duty of some paid official to reconcile differences, and prevent, as far as possible, the suspension of work.

The opinion prevails among a large number of the Bureau's correspondents that strikes are more frequent in Europe than in this country. The common remark made by this class is that strikes are of foreign growth and that all strikes have been instigated by men of foreign birth. A moment's reflection will serve to convince any one of the error in this statement. It is hard to account for its existence unless it be the desire to present the bad features of European social life, while carefully refraining from putting forward the good ones. There are many of the latter which could be ingrafted on our society with great advantage, but with certain modifications, of course. As to the charge itself, taking Spain on one side of Europe and Russia on the other, it will be seen that strikes are very infrequent in these two extremes, and take the nature of risings with a political basis. They are only noticeable as the central portion of Europe is approached. The striker has been in utter ignorance of the motives of the revolutionists. This is particularly true of the mining districts of Spain and the south of France. The mining districts of the latter country excepted, it will be seen that in industrial centers of the country, strikes are comparatively few and far between. This

exemption is probably due to the admirable system of voluntary arbitration which prevails there under the name of *conseils des prud' hommes*, or councils of wise men, an interesting account of which appeared in the third annual report of this department. Strikes are by no means as frequent in England as formerly, notwithstanding the great increase in population, and here again the beneficial effects of voluntary arbitration are shown. The general conclusion reached by informants of the Bureau who have given the subject attention and are of unquestioned foreign birth, is that "strikes grow only in civilized communities." The broad statement is made that those who have comparatively nothing are content, while those who have something want more.

COST OF STRIKES.

Much difficulty has been experienced by agents of the Bureau in collecting statistics relating to the cost of conducting strikes. The total amount of money expended each year is very large, but the system of accounting is very loose and imperfect. It is easy to get at the cost of a general strike, if we consider the simple facts of the amount of relief paid, and the loss of wages, but the indirect loss incident to failure to get work, the salaries paid to committees and officials of one kind or another, and the conduct of the strike generally, is in the whole amount very large and almost impossible to ascertain. Then, too, large sums are expended in inducing men who have taken the positions of the strikers to quit. Sometimes they receive a lump sum to leave the place, at other times they receive for weeks an amount equivalent to the wages they would have made if at work, besides which their travelling expenses are paid. This does not apply so forcibly, however, to the older organizations which keep a carefully compiled account of their receipts and expenditures and print them in their trade organs. Many committees and officials are averse to disclosing what they term the private affairs of their organizations. One organization in the city of New York has, within the past five years, expended an enormous sum in the settlement and prevention of strikes, but it is impos-

sible to obtain any exact knowledge of the figures. Indeed, much of the disorganization of the past year has been due to this lack of system, and a feeling is growing on the part of labor organizations to insist upon a rigid accounting from their officers. Neglect to do so in the past has been a frequent cause of secession from old, and a means for the formation of new and independent labor organizations. The system in the older organizations of keeping open accounts is passing into general adoption. Several correspondents in the Bureau's list of organizations have stated that it has worked to advantage many ways, and especially that it has been the means of adding to the membership, because of increased confidence in the management.

GAINS BY STRIKES.

An attempt was made last year to give the possible gain that accrued to strikers. The trade which furnished the largest result was that of the Carpenters. The gains accruing to that trade are not to be limited to the figures presented in last year's report, for it is evident that the workers in that branch of the building industry have kept on adding to their account during the year 1887, so that in order to give the strikers full credit, the gains of 1887 should be added to those of 1886. This applies also to the Bricklayers, who went on strike in 1885, and have continued working at the advance secured. Thus they also should be credited with two years' increase in their annual earnings. The consideration of this phase of the subject will go far towards excusing some of the seemingly foolish strikes which it becomes the province of the Bureau to report, and would seem to prove the truth of the statement made by members of the labor organizations that the benefits of a strike are not to be measured by mere gain in wages for the time being. Indeed many advocates of labor organizations go further than this and assert, as before mentioned, that even an unsuccessful strike is not a loss, since it prevents the possibility of a reduction in the near future.

These points may yet form an interesting topic for inquiry as illustrating the gains and losses by strikes. In the two trades that have been specially mentioned it will be found, by reference to the Bureau reports for the past two years, that the disbursed cost of a strike, and even the grand total, which includes the loss of wages, bears but a small proportion to the increase made and held.

HOURS OF LABOR.

Strikes for the regulation of hours of labor during the past year have not been as frequent as formerly. The collapse of the nine-hour movement in May, 1885, seems to have had a deterring effect upon the movement, and the attempts to reduce hours of labor during the past year were confined to special industries, such as waiters and bakers, with a few others. The half-holiday movement seems to have received its strength from a tacit understanding on the part of the employers, who were willing to adapt themselves to a changed condition of affairs, as but few strikes are recorded for that purpose. The only strike of importance is that of the brass workers in the city of New York, which was really a continuation of the strike for the same purpose of the previous year. It resulted in a failure. Its story will be found in the chapter devoted to that industry.

LAW OF STRIKES.

During the past year quite a number of cases in which either walking delegates or strikers were alleged to have committed acts in contravention of law, were brought into the courts of the State, particularly in New York and Brooklyn. This seems to have been an outcome of the organization by manufacturers and employers, itself an outcome from the organization of workingmen, in the antecedent two or three years. The agitation of labor questions and the pre-eminence given the subject generally in the public press, with the consequent irritation on the part of the employers, brought about these employers' organizations. In many instances the manufacturers' organizations

have made common cause with some employer who has felt himself individually aggrieved. Frequently this individual employer was willing to make terms with his employes, but he has been compelled, under his arrangement with the manufacturers' association, to keep up the fight against the labor organization. This is particularly true of the Shoe Manufacturers' Association. The Shoe Manufacturers' Association made itself responsible and, as far as possible, liable for the conduct of all suits growing out of the boycott and conspiracy cases in that trade. Much difference of opinion exists as to the construction to be placed upon that portion of the Penal Code relating to conspiracy. The Bureau entered upon an investigation of the whole subject, and while the cases referred to above were not decided at the close of the report, sufficient importance attaches to the general subject to warrant a resume of the matters in dispute. They will be found reported under their proper trade divisions. Besides this, the Bureau has deemed it of advantage to incorporate in the present report a history of all cases of which there is any printed record in the State of New York. It has also made a careful analysis of cases that have, from time to time, been brought to trial in other States, and as any phase of the subject suggests a study of English law, it is thought expedient to furnish a synopsis of cases and an interpretation of the law in that country. A reference to the collected matter will show that the Bureau has been at much trouble and devoted no little time to make this subject interesting and complete.

The books that contain what there is of authority are only to be found in libraries which are beyond the reach of the working people, and possibly it is due to the absence of correct knowledge on this subject that many officials of unions have brought themselves into conflict with the law. There is no attempt on the part of the Bureau to make a digest of the law; it has simply contented itself with collecting facts, condensing them and presenting them, stripped of all legal verbiage, so that they may be easily understood by the people for whom the collection has been specially

prepared. The cases brought to trial during the past year have been made a separate study and will be found in the report on the whole subject. The more prominent cases, the decision of which will doubtless regulate all future boycotts and attempts to enforce rules and regulations of unions, were not decided at the close of the report, and, therefore, have not been fully considered.

WORK OF BUREAU.

It is the function of the Labor Bureau to gather facts, whatever may be the conclusion to which they tend. But "it is a big job." In Great Britain statisticians have been at work for nearly a century, and there is still much to be done. In Massachusetts the Bureau has been working these 18 years under one of our very ablest statisticians and I think that accomplished gentleman might, perhaps, say, if asked, that he considers himself still on the threshold of the temple of knowledge.

The work done up to the present time in this Bureau has been done under difficulties. We all know that work completed often conveys to the outsider a poor idea of the pains with which it has been thought over, planned out, begun, carried through and finished. There are a thousand lets and hindrances, doubts, interruptions and ineffectual attempts, of which no trace appears in the finished result. This general reflection is forcibly applicable to the work done in this Bureau. A large amount of preliminary and preparatory work makes very little show. A great deal of time is lost in the mere search for information and data. The conclusion of a day's, perhaps a week's, search is summed up in a sentence or a figure total. Add to the inherent difficulty of the task, that office space and accommodation enter largely into working methods. Conveniences for doing the work of this Bureau have been very scant. The means of carrying on the inquiries have often been devised on the spur of the moment *pro re nata*. Had facilities been greater, more, perhaps, might have been accomplished, although the results may be all the more

meritorious from the meagerness of help and the triumph over obstacles; just as the explorer in an unknown region achieves relatively greater results than he who comes after and treads a beaten track. The Bureau's very office has been cramped and insufficient, while the fittings have been created piece by piece. The Legislature, in ignorance of the work it had ordered done, began in a properly economical spirit by limiting the appropriations to what has proved in practice a parsimonious allowance. So far as the room accommodation is concerned, I venture to suggest that there are unoccupied rooms in which the Bureau of Statistics might carry on its work with added conveniences and decided advantage to the public service. A visit to the Bureau and an inspection of its records will show that we have gathered the nucleus of a valuable

LABOR LIBRARY

of printed and manuscript matter, relating to working people, working methods and labor data, useful even in its present inchoate condition, but invaluable when enlarged and perfected in the future. We are only now at the beginning, but the arrangement of detailed information has been brought into system; we are in official relation with other statistical bureaus both at home and in Europe and a method of tabulation has been devised by which, if continued and properly carried out, we hope to attain to a full and complete record of labor, of the greatest importance to both the Legislature and the Executive, and of which those in authority can avail themselves at all times. The continuation of this systematic aggregation and classification of material will of course involve further clerical assistance and more liberal expenditure.

I respectfully recommend to the consideration of the Legislature the expediency and utility of an office in New York city. In the past year, for the want of close communication, this Bureau has been obliged to detail clerks and agents for special inquiry at extra expense and much loss of time. As a rule, representatives of the Bureau have

been met with courtesy and personal inquiries have been answered. But the matter in question may be ended; the trouble is over and men in business do not care to waste time raking over cold ashes. Besides, the details are often forgotten. The great 'longshoremen's and coal strike of last year, for which the Legislature saw fit to institute a special inquiry, was a case in which a new York office and local city agent of the Bureau would have been, in my judgment, of great advantage to the public service, and would have promoted the purposes for which the Bureau is designed. It will hardly be denied that for mere facility of communication and inquiry it is easier to transact some of our business on the spot or by word of mouth than from a distance and by formal communication. As it is now, if it be necessary for me to hold an inquiry to take evidence, I am obliged to rent a room for that purpose; besides which the agents necessarily employed in New York city and Brooklyn have no local place of call, but are scattered and must be in constant communication by mail or telegraph with the Capitol. Labor troubles and differences are naturally more numerous in the great city than in country districts or small towns. Again, the city trade organizations have their places of meeting, and their officers could be readily met under the changed conditions.

ANNUAL WAGES AGREEMENTS.

While all departments of industry, like the stones of a great building, bear a general relation to the whole structure, it is generally conceded that some are of more social importance than others. Articles of necessity are more important than articles of luxury, although by the caprices of society luxuries are valued more than necessities. I have in my reports given somewhat of precedence to the building trades, partly because they are supremely necessary to social civilization; partly, also, because the class of labor following the constructive impulse is well organized and the trade action is more uniform. The masons are historic in their unity of purpose; being closely banded

together, they have strong unions, thoughtfully prepared trade rules, and being for the most part skilled artisans they demand good wages, which they are able to enforce. Their leaders are hard-headed, intelligent men, and they have attained the point of knowing what demands the state of trade will sustain and where it is expedient to stop. The building trades include bricklayers and their helpers, brickmakers, carpenters, contractors and employes, derrickmen, framers, housesmiths, plasterers, plumbers, roofers, stonecutters and house painters. The building trades have, for the most part, adopted the judicious practice of settling on a scale of wages at the beginning of spring to last throughout the season.

OVER-TIME.

A willingness to work "over-time" has been in the past regarded as a proof of zeal for the employer's interest and willing industry in the employe. With the spirit of the present age "over-time" is looked upon by the worker as an injustice to his brethren. It is not in a spirit of selfishness that the eight hours' day is demanded. He says that the short hours' day gives a chance to his brethren out of employment. Over-time done by the man already at work and in receipt of fair wages cuts off so much employment as would be otherwise distributed. In recent differences between employers and employes the men have refused to do over-time, even at a great advance of pay, and thus a chance was made for others less lucky who had been obliged to stand idle. There may be conditions of emergency in which extra workers are not on hand; in such case I believe objections are not made by the regular employe. He only refuses to make "over-time" part of the system. It must be remembered that the loyal unionist desires to see his fellows do well. To this end a fair distribution of work and wages is needed.

SUGGESTIONS REGARDING LAWS IN THE INTEREST OF THE
WORKING PEOPLE.

Attached to this report will be found an appendix containing all the laws which specially bear upon the working people passed during the sessions of 1886 and 1887. A reference to the second annual report of this Bureau will discover the compilation of all the laws passed up to the close of that report. The laws of the two years mentioned are, in many cases, amendments to former legislation, the attempt being to make the law more complete and satisfactory to those members of the community for whose benefit they were designed. The number of laws passed during the past ten years is by no means small. But it would seem that these laws have not in all cases been enforced. It does not seem to be anybody's special business to enforce them, and even where it is made so the appropriation for that purpose is wholly inadequate. This is particularly true of what is called the Truant Act. Under the provisions of this act the child is required to spend at least fourteen weeks of the fifty-two in school. If this provision were rigidly enforced it would practically destroy the employment of children in factories and workshops, but, as stated in the second annual report and established by the opinions of principals and superintendents of schools, there seems to be an understanding that the law shall be permitted to remain a dead letter. In that law it is made the duty of school boards to enforce the provisions relating to children and cause the arrest of manufacturers who have willfully violated it; also the parents who place the children at work at an early age; but no money provision is made for its enforcement. With the exception of the cities of New York and Brooklyn, I do not know where truant officers are employed. In the two cities mentioned the arrests are quite numerous, but bear no proportion whatever to the total number of children of school age. The same general remarks are applicable to the law providing seats for saleswomen. The law is a very short one, and there can be but little doubt as to its intent

and purpose, and yet there are but few stores in our large cities in which any attempt has been made to enforce its provisions. This subject was also considered in the third annual report and attention called to the violation of the law.

During the investigation held in New York in the year 1885, it was disclosed that there were several general provisions governing the board of health which were peculiarly of benefit to working people, noticeably the one relating to the sanitary condition of workers in bake-shops. At the last session of the Legislature two bills were introduced looking to a reform of the conditions which surround the bakers in the cities of New York and Brooklyn. These bills failed to pass. In interviews held with several prominent leaders in the bakers' organizations, it was asserted that if the board of health enforced the provisions of the act governing it, it would modify some of the existing evils, if not wholly eradicate them. But there was no appropriation to warrant the department incurring the expense attached to the prosecution of violations of that section of the law which insists that bake-shops shall be ventilated, and that no bread shall be baked in cellars ill-lighted and ill-ventilated. .

The attendance of children at schools and the provision of seats for women go far to confirm the statements made by many informants of the Bureau, that unless the laws passed in the interest of the laboring classes are backed up by a strong public sentiment they stand but little chance of being enforced. It is a common case that the very people who stand in need of legislation are powerless to create a popular sentiment, without which it is almost impossible to enforce laws, however beneficial in themselves. In making a law it is often necessary to provide for its enforcement. Every citizen has a theoretic right to set the law in motion, but this involves great personal inconvenience and loss of time. In some cases a complainant or prosecuting officer is delegated; in the cases mentioned it is nobody's business to interfere for redress of grievances.

In conclusion I have to record my satisfaction at the cheerful way in which our great firms and leading employers have generally met the enquiries of the Bureau and its representatives; thus showing not only that submission to the law which every good citizen is always ready to accord but their acquiescence in the spirit and purpose of these enquiries into the conditions of labor, and their willingness to assist in furnishing facts and details which will lead to a thorough knowledge of this all important subject and facilitate future legislation or social arrangements for general progress and mutual good understanding between all parties concerned.

In the course of my work of enquiry and registration, I have had occasion to note the zealous co-operation of the clerks and assistants in the work of enquiry and the collating of those minute and varying facts from which I have been enabled to prepare this report.

To chief clerk, Edward J. Kean, I owe special thanks for earnestness and efficiency in official work and particularly for his untiring watchfulness in comparing returns and perfecting the tabulation which forms so important a part of the report.

Mr. William Humphreys is also entitled to honorable mention for his share in its preparation.

CHARLES F. PECK,

Commissioner.

EDWARD J. KEAN,

Chief Clerk.

PART I.

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STRIKES.

STRIKES OF 1887.

The work of the Bureau in this direction has been much more satisfactory than ever before, and the results attained form by far the most elaborate and comprehensive data ever submitted in an official report. In confirmation of this statement, attention is directed to the summary of tables of "Causes and Effects," to be found under their proper heads, and to the figure tables by which the deductions are justified. The strike is the last protest of the workingman against what he considers greed and oppression or want of sympathy and consideration in his employer, and is firmly fixed as a part of our labor economic system. But it is an egregious error to suppose that we have yet attained to a reasonableness in the application of this heroic remedy or that we have even a scientific knowledge of its proper uses, its due limitations and practical results. At present we only have an empirical acquaintance with it as a mode of treatment in extreme cases, and thus extended observation and study are still required. We do know that the strike is an incident of economic war and like all war measures it is liable to injure both parties and ought not to be employed unless under a well-grounded sense of grievance and after all other means of accommodation have been tried and found ineffectual.

Undoubtedly, the employer's interest is to be considered in fixing wage rates or in making laws and regulations for the judicious and profitable running and management of the business, in which he is the principal, and for the outgoings and incomings of which he alone is responsible. It is the merest truism to say that sales are regulated by demand, and that price is determined by cost of production with due allowance for the variable factor of competition. The workman knows this as well as the employer and the workman is bound by the promptings of common sense to accept such wages as the employer can pay with fair regard to his own interests, the state of trade, and the conditions of competition to which he is subject.

The following powerful words by an eminent writer go to show the *morale* of the relation between employer and employed in the labor contract, incidentally justifying extreme measures on the part of the laborer to enforce what he considers his rights :

“To treat it (labor and wages) as a simple exchange between equals is absurd. The laborer *must* sell his labor or starve, and may be obliged to take such terms for it as to leave him without the means of enjoying the rights which society awards him, and discharging the duties which society claims for him. Look on him as a ware if you will, but remember he is a ware that has life, that has connections, responsibilities, expectations—domestic, social, political. To get his bread he might sell his freedom, but society will not permit him; he may sell his health, he may sell his character, for society permits that; he may go to sea in rotten ships and be sent to work in unwholesome work-shops; he may be hired in farm hovels, where the commonest decencies of life cannot be observed; and he may suck the strength out of posterity by putting his children to premature toil to eke out his precarious living.”

The motive to a strike is the paramount need, as also the equity, of the workingman receiving a fair day's wage for a fair day's work. We must further qualify the wage and the work by their relation to the standard of this decade of the nineteenth century; what was done a century or even a quarter century ago in the matter of work and wages has passed into history. It has no relevancy to the present day except as example or warning; with the enormous expansion of productive facilities and the limitless variety of manufactured articles, even the immensely increased volume of natural products, the wants of mankind have grown and developed until the poor man of this age has become familiar with the luxuries of past times, and his desires keep pace with his surroundings. Besides, is he not a producer? Does he not bring brain and muscle as his contribution to national progress, and has he not been taught that it is forbidden to “muzzle the ox that treads out the corn?”

Unfortunately for the best interests of the work intrusted to this Bureau's charge, as also for the Bureau's own credit for work faithfully done, the public at large have not yet learned to respond to the Bureau's requests for detailed information with the alacrity, precision and completeness that the work deserves and should command. There is nothing the average American resents more than inquisitorial visits, and it is exceedingly difficult to make either workmen or employer understand that the work of this Bureau is for a wise and liberal end, and that it is not prying into

business affairs for underhand purposes or for personal or political uses. The object of the Bureau is purely statistical, just as much so as the taking of a census. The outcome of this Bureau's inquiries is in reality a census of the workers, their numbers, callings and wages, the conditions under which their work is done, and the results of that work; the reciprocal relations of employer and employe, their accords or discords, are items from which we deduce the general whole; their value and significance cannot therefore be lightly estimated. It is precisely these varied details which require the attention of the Bureau of Statistics of Labor. Sometimes, when statements are more than usually intricate and irreconcilable, or when informants are more than usually reticent and refractory, the officers of the Bureau may be obliged to push their inquiries in a fashion that may seem offensive, although their purpose is only to collate facts and to explain differences. That and nothing more. The Bureau has not, nor can it have any purpose than that of obtaining exact knowledge. There may occasionally be presented a condition of affairs on which the Bureau may feel empowered or morally compelled to present opinions and make suggestions, but its first duty and purpose, above and before all others is to ascertain facts. To this no candid and upright mind can reasonably object.

Strikes as an open expression of discontent and a serious interruption to business, still continue to occupy a large part of the Bureau's time and attention. The frequent and protracted suspension of useful and profitable labor is a serious fact under ordinary conditions of trade, but the addition to their number by the strike, as a measure for redress of grievances or increase of gains is a very important feature in modern labor history. A strike implies strong sense of trouble which cannot be adjusted by calm discussion and appeal to equity.

If a strike succeeds it is quite certain that war might have been avoided by timely concession. It is not by any means clear that the non-success of a strike proves it to have been based on insufficient or unreasonable cause. It only establishes the conclusion that it was hasty or ill-advised. Young organizations are anxious to try their wings, and are apt to disregard prudence; old organizations, which have been through the mill, adopt the strike only as an extreme measure, after negotiation and conciliation have been tried and have failed. Any petty disagreement may seem good

cause for making display of newly-acquired power by the young organization, but the experienced body is satisfied to "threaten" and take measures to make success certain. They know the strike should not be resorted to except as a strong medicine in an extreme case, where all palliatives have failed.

The strikes for 1887 include 144 trades and callings, against 137 in 1886; the number of shops on strike amounted to 1,604, against 2,061 shops in 1886. This, however, does not give an exact idea of the work performed by the Bureau in this direction, as 2,212 labor troubles were investigated. Many of these, upon inquiry and investigation, were found to come under the head of "threatened" strikes. Others never got beyond a simple demand for an advance or a mild protest against a reduction of wages. As a consequence, no figures could be obtained regarding them and the facts are only stated to show the undercurrent of dissatisfaction which is always running, but owing to the lack of organization on the part of the workers in the unskilled trades in which most of these troubles occur, it lacks direction. These cases, however, require as much work, and are often more troublesome and expensive than real strikes, as they require the presence of a special agent. The returns for the past year show 694 strikes successful, 190 compromised or partly successful, 696 unsuccessful and twenty-four pending. The returns for 2,061 shops reported on strike, during the year 1886, show 751 successful, 426 compromised or partly successful, 212 doubtful, 524 unsuccessful and 147 pending. The number of workers engaged in strikes was 51,731; from this number, however, must be subtracted 1,005 workers, who were engaged in what are termed "threatened strikes," where there is very slight, if any, suspension of work. This would make the actual number of strikers 50,726. Eight thousand one hundred and seventy-six strikers were refused work after strike. The loss of wages incident to strikes was \$2,013,229.45. The amount expended by labor organizations in relief and conduct of strikes was \$217,069.78. Estimated gain in wages for one year to eleven thousand four hundred and seventy-two persons, \$944,632.55. Loss to employers, \$1,102,576.70.

For the year 1886, the results were as follows: Number of workers engaged in strikes, 127,392, of whom 6,391 were refused work after strikes; the loss of wages was \$2,552,554. Amount expended for relief and conduct of strikes by labor organizations,

was \$329,080. Estimated gain in wages in 771 shops, \$1,420,885* per annum, benefiting 34,832 persons. Loss to employers from all causes, \$1,644,812.

Of these figures, it may be observed that the "loss to employers" is probably overstated, if taken as an absolute, irrecoverable loss. Oftentimes the employer has set down a "lost contract" as an item of damage by reason of a strike. The only loss sustained in such a case being really the loss of hoped-for gains. Where the strike for an advance in wages is successful, it is clear that the employer's loss could only be upon contracts already in progress and in which an increase of outlay involves a corresponding decrease of calculated profits. Inasmuch, however, as strikes for wages usually take place at the beginning of the business season, the employer has to make his contract bids or his selling prices square with the altered conditions. When work is already begun and a demand for advance is sprung upon the employer, it is not to be denied that loss may be entailed; but this also follows on a rise in the value of commodities or materials, due to causes outside of the relation of employer and employed, and for which a man of prudence and foresight will have made his calculations as one of the chances to which every business transaction is liable.

On the other side, under the head, "Loss of Wages," it is well to remark that this loss is by no means absolute. It is possible that the worker may be entirely thrown out of occupation and may have to subsist on savings from the past or on organization allowances and assistance from sympathizing fellow-workers. It very often happens, however, that the strikers in one shop may get work in another shop in the very same city, much more in other cities. This, therefore, may turn out a change of employers rather than a loss of wages.

To what extent a dearth of employment has attended on a particular strike it has not been possible to discover. In some trades where the minor branches of a handicraft are easily acquired it has been a diversion of trade from skilled to unskilled hands, the unskilled soon picking up the wage-earning aptitude. Again, almost every trade has its dull and its busy season, and "loss of wages" may in that case be made up by a prolongation of the season or by extra hours of work. Sometimes, indeed, it happens

*See remarks under "Estimated Gains."

that the season slips away and nothing done, and then the loss is irreparable.

The extent and importance of the strikes of 1887 have not been so great as those of some previous years. The building trades are bound together by a communion of interests, and are naturally sympathetic; they are also made up chiefly of tool-handlers and not of machinery-handlers; their condition in any season may be accepted as an indication of the movements in all the constructive trades. The heaviest strikes in the building interest during the past year are those of the carpenters and framers. They show totals of 2,414 and 1,586, together 4,000 men, with loss in wages of \$49,036.31, \$26,262.75 and \$13,903, to the organizations, of which the strikers were members. It will be noted that the Bureau has introduced a column into the tables showing the annual gain in wages resulting from the present sacrifice of ready money, by which, if individuals lose, it is for the eventual good of the trade. In these cases the loss in wages, etc., has resulted in a prospective annual gain of \$364,714.

The trades and their strike action will be shown in detail under separate heads.

LOCK-OUTS.

The lock-out by employers is the analogue to the strikes by the employed. The justification of the two proceedings rests, however, on directly opposite grounds, if, indeed, there can be any justification for a lock-out. It must always be borne in mind that the workman is dependent on his wages for subsistence. There is no room for speculation or financiering. It is work, savings, not seldom privation for self and family. Decrease of wages brings him near the starvation limit. Reasonable increase of wages, therefore, is a righteous and justifiable demand. The wage system involves hours of labor and to some extent shop rules. The workman's only remedy for grievances is a refusal to work, implying a stoppage of wages. The employer has it always in his power to refuse demands that seem unreasonable. Sometimes, however, the policy of negation seems insufficient; he wishes to fight fire with fire, and so locks out his workmen, involving both strikers and non-strikers in one common loss and inconvenience. It does not seem to be regulated by any principle, but may sometimes be instigated by a selfish policy. A shop may thereby be closed for personal convenience, dull trade or the like, keeping up appearances while throwing the blame on the workman.

A lock-out is so invariably associated with a strike that it has not been thought worth while to make separate returns which are therefore included in the showing of the strike tables.

It does sometimes happen that a strike in one important department, say the finishing department, or upon some vital trade principle, say number of apprentices, may seem to make a general suspension of work inevitable. In that case, it is only to ask whether "there is no other and wiser remedy." It seems convenient to direct the reader's attention, first, to the salient characteristics and results of the strike in detail, after which the general table will be presented from which the student can get a comprehensive view over the whole field.

CAUSES AND RESULTS OF STRIKES.

The causes and results of strikes are a vitally important detail of information, setting forth in brief the matter in difference between the parties to the wage contract. The causes are various. They are either aggressive or defensive, but they go to show the homogeneousness of ideas in the several trades, and unity of principle and action. The causes of strikes are either to establish trade usages, to increase wages, or to protest against neglect and arbitrary infraction of recognized rules; sometimes a strike is the overt expression of disapproval against objectionable persons or practices in a shop. Sometimes a strike may be for more than one cause.

The most notable causes are for increase of wages, or against reduction of wages; for the reduction of hours and regulation of shop usages are important to the worker, while insistence on the employment of union men and objection to non-unionists concern the integrity of the associative principles. While the number of strikes, merely "to assist other trades" in their troubles, attests the solidarity of the workers.

The causes as returned by answers are: Abolition of piece-work, 2; change of pay-day, 3; discharge of union men, 11; discharge of employes, 5; discharge of foreman, 2; employment of non-union men, 113; equalization of wages, 3; increase of hours, 9; increase of wages, 469; increase of wages and abolition of payment in saloons, 42; increase of wages and reduction of hours, 55; increase of wages and union rules, 41; increase of wages, etc., 15; miscellaneous, 33; non-payment of wages, 12; number of apprentices, 100; objectionable employes, 2; obnoxious fines, 6; obnoxious

foreman, 7; obnoxious rules, 15; opposed to contract system, 2; opposed to Saturday night work, 2; opposed to use of wheelbarrows, 2; reduction of hours, 158; reduction of wages, 29; refusal to handle boycotted coal, 59; refusal to handle boycotted coal and freight, 34; refusal to handle boycotted freight, 25; refusal to handle boycotted patterns, 18; refusal to handle non-union material, 3; refusal to recognize K. of L., 12; refusal to recognize K. of L. rules, 9; refusal to recognize union rules, 89; refusal to recognize union rules relative to hours of labor, 29; rival labor organizations, 8; Saturday half-holiday, 28; to assist other trades, 148; use of machinery, 4.

TABLE A.
Causes of Strikes, showing results by Trades.

TRADE OR INDUSTRY.	RESULT OF STRIKE.						Number of men engaged.	Number lost positions.	Amount lost in wages.	Cost to union.	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Total.					
ABOLITION OF PIECE-WORK.											
Leather workers.....		1	1	.....	.....	1	6	3	.....	
Silk ribbon weavers.....				.....	.....	1	16		\$220 00		
Totals.....		1	1	.....	.....	2	22	3	\$220 00		
CHANGE OF PAY-DAY.											
Coopers.....	1	.....	.....	.....	.....	1	11	.....	\$2 00		
Knit goods.....	1	.....	1	.....	.....	1	100	.....	1,000 00		
Labors.....		.....	1	.....	.....	1	200	.....	600 00		
Totals.....	2	.....	1	.....	.....	3	311	.....	\$1,602 00		
DISCHARGE OF UNION MEN.											
Bakers.....	2	.....	.....	.....	.....	2	16	.....	\$520 00		
Butchers (hog).....		.....	2	.....	.....	2	30	28	800 00	\$550 00	
Car builders.....		.....	1	.....	.....	1	182		1,700 00	1,000 00	
File makers.....	1	.....	.....	.....	.....	1	5	.....	68 00		
Hat and cap makers.....	.....	.....	1	.....	.....	1	70	8	3,600 00	400 00	
Leather workers.....	.....	.....	1	.....	.....	1	12	12	1,000 00		
Painters.....	1	.....	.....	.....	.....	1	8	.....	25 00		
Paper rulers.....	.....	.....	1	.....	.....	1	9	9	.....	
Pressmen.....	.....	.....	1	.....	.....	1	11	11	43 900	300 00	\$1,098 00
Totals.....	4	.....	7	.....	.....	11	343	68	\$8,155 00	\$2,250 00	\$1,098 00
DISCHARGE OF EMPLOYEES.											
Glass workers.....	1	.....	.....	.....	.....	1	50	.....	\$1,000 00		
Iron workers.....	.....	.....	1	.....	.....	1	38	.....	16,500 00		
Lumber handlers.....	.....	.....	1	.....	.....	1	12	12	1,400 00		

TABLE A — Causes of Strikes — (Continued).

TRADE OR INDUSTRY.	RESULT OF STRIKES.					Number of men engaged.	Number lost post-tions.	Amount lost in wages.	Cost to union.	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.						Total.
DISCHARGE OF EMPLOYEES — (Continued).										
Underwear.....	.....	.....	1	.....	.....	1	10	\$30 00	.....	.....
Watch case makers.....	.....	.....	1	.....	.....	1	81	3,000 00	.....	.....
Totals.....	1	.....	4	.....	.....	5	191	\$21,930 00	.....	.....
DISCHARGE OF FOREMEN.										
Brass workers.....	.....	.....	1	.....	.....	1	19	\$200 00	.....	.....
Printers.....	.....	.....	1	.....	.....	1	12	54 00	.....	.....
Totals.....	.....	.....	2	.....	.....	2	31	\$254 00	.....	.....
EMPLOYMENT OF NON-UNION MEN.										
Bakers.....	1	.....	1	.....	.....	2	55	\$10 00	.....	\$468 00
Bookbinders.....	1	.....	.....	.....	.....	1	2	.....	.....	.....
Bricklayers.....	.....	.....	1	.....	.....	1	.....	.....	.....	.....
Bricklayers' helpers, hod carriers.....	2	.....	2	.....	.....	4	55	.....	.....	.....
Brickmakers.....	2	.....	.....	.....	.....	2	400	4,000 00	.....	.....
Carpenters.....	1	.....	5	.....	1	7	55	262 00	.....	.....
Cartmen.....	.....	.....	2	.....	.....	2	44	.....	.....	.....
Cement masons.....	2	.....	1	.....	.....	3	2	28 00	.....	.....
Cigar makers.....	2	.....	.....	.....	.....	2	11	283 30	\$65 85	.....
Coopers.....	.....	.....	1	.....	.....	1	400	.....	.....	.....
Derrickmen.....	2	.....	.....	.....	.....	2	.....	.....	.....	.....
Furniture workers.....	.....	.....	1	.....	.....	1	.....	.....	.....	.....
Glass workers.....	1	.....	.....	.....	.....	1	30	.....	.....	.....
Grave diggers.....	.....	.....	1	.....	.....	1	20	185 80	.....	.....
Iron workers.....	.....	.....	.....	.....	.....	1	25	107 50	.....	.....
Laborers.....	2	.....	.....	.....	.....	2	110	168 00	.....	7,800 00
Lathers.....	1	.....	1	.....	.....	2	.....	.....	.....	.....
Marble cutters.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Painters.....	1	.....	.....	.....	.....	1	127	830 00	246 00	11,760 00
Paper rulers.....	9	.....	3	.....	.....	12	6	.....	.....	.....
Plumbers.....	1	.....	2	.....	.....	3	21	.....	.....	.....

Roofers.....	2	1	...	...	3	76	2	3,331 50	52 50	...
Shirt makers.....	...	2	...	...	2	345	142	18,000 00	5,460 00	...
Silk ribbon weavers.....	1	...	...	...	1	9	...	...	...	...
Skylight, cornice makers and roofers.....	...	39	...	...	39	414	29	12,319 50	866 00	4,614 00
Stone fitters.....	1	...	...	...	1	25	...	...	...	...
Stone cutters, granite.....	...	1	...	...	1	4	...	...	...	...
Tailors.....	3	...	...	...	1	4	...	...	...	...
Waiters.....	2	...	...	...	5	35	...	...	26 00	...
Wood carvers.....	2	2	...	...	3	28	...	...	...	...
Wood workers.....	2	1	...	...	8	22	...	...	24 00	...
Totals.....	40	2	68	...	3	113	2,127	189	\$6,740 35	\$24,642 00
EQUALIZATION OF WAGES.										
Color mixers (paints).....	1	...	...	...	1	100	...	...	...	\$4,092 00
Iron workers.....	1	1	...	...	1	24	...	...	\$72 00	2,845 00
Painters.....	1	1	...	...	1	60	...	...	...	...
Totals.....	1	2	...	...	3	184	...	...	\$72 00	\$7,837 00
INCREASE OF HOURS.										
Clothing cutters.....	...	...	...	...	1	45	45	...	\$1,200 00	...
Furniture workers.....	...	1	...	...	1	42	25	...	860 00	...
Laborers.....	...	1	...	...	1	10	...	...	...	...
Telegraph operators.....	1	...	...	...	1	...	...	...	...	...
Wood carvers.....	5	...	...	...	5	33	...	195 00	...	...
Totals.....	6	3	...	...	9	130	70	\$16,395 00	\$2,050 00	...
INCREASE OF WAGES.										
Bakers.....	...	...	...	...	1	5	3	\$363 00	\$200 00	\$312 00
Blacksmiths' helpers.....	1	3	...	...	4	26	2	12 00	...	218 00
Boiler makers.....	...	1	...	...	1	7	4	60 00	...	384 00
Book binders.....	12	...	...	...	2	130	...	...	...	32,234 80
Brewers, ale.....	10	...	...	...	13	282	...	...	...	5,150 00
Brewers, lager.....	1	...	...	...	10	51	...	...	...	...
Bricklayers.....	1	...	...	...	1	...	...	...	...	1,950 00
Bricklayers' helpers (hod carriers).....	2	1	...	...	3	31	8	75 00	...	...
Brickmaker.....	1	18	...	...	19	941	14	29,615 00	...	...
Brush makers.....	1	...	...	...	1	...	...	704 00	...	...
Butchers, calf.....	4	3	...	...	15	34	1	1,944 00	300 00	...
Butchers, hog.....	1	...	...	...	1	32	...	...	...	1,256 00
Car employees.....	1	...	...	...	...	...	...	...	...	3,328 00
Carpenters.....	72	...	...	...	1	350	...	25,322 00	7,195 00	4,368 00
Carmen.....	2	...	...	...	81	1,051	54	58 50	...	95,807 00
Cement laborers.....	3	...	...	...	2	31	...	630 00	...	3,816 00
Cigarette makers.....	1	2	...	...	4	74	10	...	43 00	7,733 75
Cigar makers.....	...	1	...	...	4	277	...	1,018 75	...	2,694 00
Cigar makers.....	4	2	...	...	2	90	6	225 00	...	...
Couchmen.....	11	...	...	...	6	27	8	...	59 50	889 20
Totals.....	...	3	...	...	14	58	4	16 50	...	3,389 00

TABLE A—*Causes of Strikes—(Continued).*

TRADE OR INDUSTRY.	RESULT OF STRIKE.					Number of men engaged.	Number lost post-tions.	Amount lost in wages.	Lost to union.	Estimated gain.
	RESULT OF STRIKE.									
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.						Total.
INCREASE OF WAGES — (Continued).										
Collar and cuff makers	1	...	...	...	...	1	20	\$13 57	...	\$2,080 00
Coopers	23	...	2	...	...	25	216	2,179 20	\$600 00	26,362 00
File makers	2	...	...	...	...	2	52	5,700 00	...	2,418 00
Fire extinguishing appliances.	1	...	...	...	...	1	22	250 00	...	2,730 00
Firemen	...	...	1	...	...	...	...	...	...	...
Framers	6	...	1*	...	...	7	705	10,015 00	...	135,844 80
Furniture workers	1	1	...	...	...	2	68	1,530 00	405 00	1,498 00
Glass workers	...	1	1	...	...	2	120	300 00	...	...
Grave diggers	...	...	2	...	...	2	45	...	...	...
Hat and cap makers	...	1	...	...	...	2	45	3,077 40	...	...
Horsehoers	46	2	14	...	...	62	103	1,925 51	706 40	11,968 00
Housemiths	1	...	...	...	...	1	32	90 00	...	2,995 00
Ice workers	6	2	4	...	...	12	933	200 00	...	2,105 00
Iron workers	2	...	...	...	...	2	70	3,100 00	...	11,640 00
Knit and woolen goods	...	...	2	...	...	2	28	10,500 00	...	...
Laborers	3	1	3	...	...	7	620	578 25	...	116,374 00
Leather workers	...	...	1	...	...	1	43	3,750 00	...	...
Longshoremen	...	1	7	...	...	8	456	10,920 00	...	...
Lumber handlers	...	...	1	...	...	1	25	...	400 00	...
Machinists	1	1	2	...	...	3	54	670 00	255 00	1,170 00
Mailers	...	1	...	...	...	1	55	...	...	849 00
Maltsters	1	...	...	...	...	1	15	...	...	...
Messenger boys	...	1	4	...	...	6	121	38 01	...	...
Painters	8	...	3	...	...	11	140	1,614 50	387 00	12,336 00
Paper bag makers	...	...	1	...	...	1	63	500 00	1,400 00	...
Paper makers (straw)	...	...	...	...	...	...	...	...	...	...
Paper rulers	30	6	2	...	...	38	236	2,810 50	...	27,504 00
Pattern makers	...	...	1	...	...	1	9	250 00	...	...
Pavers	1	...	1	...	...	2	12	1,100 00	...	...
Photo engraving	...	...	...	...	...	...	...	1,658 00	...	2,808 00
Piano makers	2	1	1	4	30	500 00
Press feeders	2	1	3	6	66	6,000 00	320 00	1,550 00
	112 00	20 00	3,455 00

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Pressmen	1					7	99 00		1,638 00
Rivet heaters						19	38 00		
Roofers	5	5	1			277	7	1,300 00	23,481 00
Railroad employes			2			31	21		
Salt boilers		1				60			
Shirt makers			1			65			
Shoemakers	4		2			300		212 00	
Silk ribbon weavers	1					657			
Skylight cornice makers and roofers	12	16	1			80			2,496 00
Stablenich						310	4		53,589 00
Theatrical employes	1								
Tin can makers	1					4			
Type foundry	1		1			161		700 00	
Underwear	1								
Varnishers	3	1	3			20			2,147 00
Waiters		2	2			254	8	305 00	7,188 00
Watchers		1	1			7	7		
Wood workers		1				14			
Totals	297	53	119			469	1,043	\$14,099 90	\$619,480 55
INCREASE OF WAGES AND ABOLITION OF PAYMENTS IN SALOONS.									
Framers	1	40†	1			42	618	\$1,376 00	\$98,160 00
INCREASE OF WAGES AND REDUCTION OF HOURS.									
Bricklayers' helpers (hod carriers)	6					6	41		\$7,245 00
Brewers, lager	16					16	239		13,624 00
Carpenters		1				1	11		
Coopers			4			4	29		
Coppersmiths	10	1	1			12	114	\$340 00	
Furniture workers	1	1	1			3	71	320 00	14,104 00
Iron workers		1				1	40	144 00	
Painters						3	44		3,120 00
Roofers	2	2				4	52	215 00	5,340 00
Skylight cornice makers and roofers		1				1	12	2,475 00	577 00
Varnishers			1			1	120	360 00	924 00
Waiters		2	2			13	13	50 00	
Wood workers	1					1	100		
Totals	39	7	9			55	866	\$17,217 00	\$46,046 00
INCREASE OF WAGES AND UNION RULES.									
Printers	1	18	6			25	684	\$20,821 67	
Stone cutters, granite	1	15				16	99	1,885 00	\$18,417 00
Totals	2	33	6			41	783	\$22,706 67	\$18,417 00

* And payment of wages due.

† One, and weekly payments; two, and reduction of hours; two, and employment of non-union men.

TABLE A—*Causes of Strikes—(Continued).*

TRADE OR INDUSTRY.	RESULT OF STRIKE.						Number of men engaged.	Number lost post-tions.	Amount lost in wages.	Cost to union.	Estimated gain.
	RESULT OF STRIKE.					Total.					
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.						
INCREASE OF WAGES, ETC.											
Axemakers.....	8	...	1	...	...	1	65	\$5,000 00	\$480 00	...	...
Brickmakers.....	...	...	...	...	...	8	500	4,500 00	...	...	...
Firemen.....	...	...	1	...	...	1	90	945 00	...	...	...
Ironworkers.....	...	1	...	...	...	1	160	25,000 00	...	...	...
Lumber handlers.....	...	1	...	...	...	...	5	35 00	...	...	...
Shoemakers.....	1	...	1	...	...	2	151	9,000 00	10,000 00	...	...
Terra cotta workers.....	...	...	1	...	...	1	98	1,100 00	...	...	...
Total.....	9	2	4	...	...	15	1,069	\$45,570 00	\$10,480 00	...	\$41,795 00
MISCELLANEOUS.											
Bakers.....	1	...	1	...	...	1	8	...	...	...	...
Blacksmiths' helpers.....	...	...	...	...	...	...	170	\$876 00	...	...	...
Bookbinders.....	...	...	1	...	...	...	81	1,600 00	...	...	...
Brewers, ale.....	...	...	2	...	...	2	52	2,818 00	\$5,198 00	...	...
Cigar makers.....	...	...	1	...	...	1	200	1,800 00	1,700 00	...	...
Coal handlers.....	...	...	1	...	...	1	4	24 00	...	...	...
Color and block printers.....	...	...	1	...	...	1	78	2,500 00	1,500 00	...	...
Furniture workers.....	...	...	1	...	...	1	9	135 00	64 00	...	...
Horseshoers.....	1	...	...	...	...	1	75	385 00	...	...	...
Engineers.....	1	...	...	...	...	1	...	...	...	...	...
Laborers.....	1	...	...	...	...	1	125	...	...	...	...
Lithographers.....	1	...	...	...	...	1	...	...	...	...	...
Machinists.....	...	...	1	...	...	1	5	...	...	...	...
Maltsters.....	...	1	...	...	...	1	15	19 30	...	...	...
Musicians.....	...	...	1	...	...	1	25	500 00	185 00	...	...
News boys.....	2	...	1	...	...	2	140	...	...	...	...
Painters.....	1	...	1	...	...	2	64	1,064 00	...	...	\$4,800 00
Paper ruler.....	1	...	1	...	...	2	3	19 00	...	...	...
Printer.....	2	...	1	...	...	3	69	3,020 00	90 00	...	...
Printer, tip.....	...	...	1	...	...	1	7	100 00	...	...	...
Salesmen.....	...	1	...	...	...	1	53	...	...	...	...
Satchel and traveling bag makers.....	...	1	...	...	...	1	4	220	...	...	...

TABLE A — *Causes of Strikes* — (Continued).

TRADE OR INDUSTRY.	RESULT OF STRIKE.						Number of men engaged.	Number lost post-mortem.	Amount lost in wages.	Cost to union.	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Total.					
OBNOXIOUS FOREMEN — (Continued).											
Iron workers .....	...	1	...	...	...	1	62	\$1,800 00	...	...	\$5,928 00
Laborers .....	...	...	1	...	...	1	60	90 00	...	...	...
Waiters .....	...	...	...	...	...	...	14	...	...	...	...
Totals	2	2	3	...	...	7	622	\$8,370 00	\$590 00	...	\$5,928
OBNOXIOUS RULES.											
Bookbinders	2	...	...	...	...	2	6	\$112 00	...	...	...
Brickmakers	1	...	...	...	...	1	50	...	...	...	...
Bridge-tenders .....	...	...	1	...	...	1	...	...	...	...	...
Engineers .....	...	...	...	...	...	1	...	...	...	...	...
Furniture workers .....	...	...	1	...	...	1	...	...	...	...	...
Knit and woolen goods .....	...	...	1	...	...	1	1,075	160,000 00	\$2,300 00	...	...
Laborers .....	...	...	1	...	...	1	25	...	...	...	...
Paper-rulers	2	...	...	...	...	2	5	49 00	...	...	...
Plumbers	1	...	...	...	...	1	23	1,050 00	452 00	...	...
Printers	1	...	...	...	...	1	15	135 00	...	...	...
Varnishers	1	...	...	...	...	1	12	...	...	...	...
Weighters	1	...	...	...	...	1	700	11,500 00	...	...	...
Wire workers	1	...	...	...	...	1	2	...	...	...	...
Totals	11	...	4	...	...	15	1,975	\$172,846 00	\$2,752 00	...	...
OPPOSED TO CONTRACT SYSTEM.											
Bookbinders .....	...	...	1	...	...	1	22	\$1,600 00	...	...	\$15,600 00
Brickmakers	1	...	...	...	...	1	200	3,300 00	...	...	...
Totals	1	...	1	...	...	2	222	\$4,900 00	...	...	\$15,600 00
OPPOSED TO SATURDAY NIGHT WORK.											
Bakers .....	...	...	2	...	...	2	13	\$140 00	\$134 60	...	...

OPPOSED TO USE OF WHEELBARROWS. Bricklayers' helpers or hod carriers...

REDUCTION OF HOURS.

	2	....	....	....	....	....	2	8	....	\$400 00	....	....
Bakers.....	6	....	8	....	1	15	58	....	1	\$911 00	....	....
Brewers, lager beer.....	3	....	1	....	....	30	389	....	21	2,500 00	....	\$536 00
Bricklayers.....	29	....	1	....	....	2	1,500	....	....	....	....	....
Car employes.....	36	5	6	....	....	47	592	....	39	16,614 30	....	29,297 00
Carpenters.....	1	....	....	....	....	....	1	....	....	....	....	....
Coppersmiths.....	1	....	2	....	....	3	44	....	....	96 00	....	....
Furniture workers.....	1	....	....	....	....	....	3	....	....	....	....	....
Horsehoers.....	3	....	1	....	....	3	28	....	....	588 00	....	....
Housesmiths.....	1	....	14	....	....	23	204	....	....	150 00	....	....
Iron workers.....	1	8	....	....	....	1	8	....	....	2,526 25	....	546 00
Laborers.....	....	....	....	....	....	1	1	....	8	4,000 00	....	....
Locksmiths and railing makers.....	....	....	1	....	....	1	2	....	....	85 00	....	....
Machinists.....	....	....	1	....	....	1	5	....	2	20 00	....	....
Marble cutters.....	1	2	....	....	....	3	53	....	1	46 00	....	....
Painters.....	1	....	....	....	....	....	....	....	....	406 00	....	....
Piano makers.....	2	....	....	....	....	3	29	....	1	400 00	....	....
Roofers.....	2	....	6	....	....	8	222	....	15	4,509 00	....	1,030 00
Sash, blind and door makers.....	....	....	1	....	....	1	15	....	....	....	....	....
Ship builders.....	5	....	1	....	....	6	131	....	4	14,223 50	....	3,120 00
Stone cutters.....	2	1	....	....	....	3	100	....	....	1,500 00	....	....
Wood workers.....	1	....	....	....	....	1	12	....	....	180 00	....	80 00
Totals.....	94	19	44	....	1	158	3,410	97	....	\$59,484 05	\$10,735 00	\$33,499 00

REDUCTION OF WAGES.

Bakers.....	....	....	1	....	....	1	3	....	3	\$15 00	....	....
Carpet workers.....	....	1	....	....	....	1	1,050	....	....	7,000 00	....	....
Cartmen.....	5	....	7	....	....	12	371	....	37	15,345 47	....	3,108 00
Cigar makers.....	1	....	....	....	....	1	....	....	9	....	....	....
Cigar packers.....	....	....	1	....	....	1	40	....	....	3,500 00	....	....
Harness makers.....	....	....	1	....	....	1	380	....	100	15,000 00	....	....
Laborers.....	2	....	1	....	....	3	47	....	15	219 00	....	\$3,240 00
Longshoremen.....	1	....	....	....	....	1	40	....	....	....	....	....
Painters.....	....	....	1	....	....	1	40	....	5	....	....	34 00
Piano makers.....	1	....	1	....	....	1	17	....	....	1,200 00	....	....
Press feeders.....	1	....	....	....	....	1	27	....	....	400 00	....	....
Silk ribbon weavers.....	....	....	1	....	....	1	40	....	9	1,700 00	....	....
Suspenders makers.....	....	....	1	....	....	1	....	....	....	....	....	....
Tanners.....	....	....	1	....	....	1	9	....	....	....	....	....

* And Union rules.

TABLE A—Causes of Strikes—(Continued).

TRADE OR INDUSTRY.	RESULT OF STRIKE.						Number of men engaged.	Number lost portions.	Amount lost in wages.	Cost to union.	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Total.					
REDUCTION OF WAGES — (Continued).											
Tin can makers.....	.....	.....	1	.....	.....	1	20	\$160 00	.....	.....	.....
Tinware, stamped.....	.....	.....	1	.....	.....	1	100	.....	.....	.....	.....
Totals.....	10	1	18	.....	.....	29	2,757	\$44,139 47	\$3,577 00	\$3,240 00	.....
REFUSAL TO HANDLE BOYCOTTED COAL.											
Coal handlers.....	.....	.....	26	.....	.....	26	979	\$76,245 28	\$1,159 00	.....	.....
Flour mill operatives.....	.....	.....	1	.....	.....	1	25	275 00	.....	.....	.....
Longshoremen.....	1	.....	29	.....	.....	30	2,097	113,043 25	.....	.....	.....
Storemen.....	.....	.....	2	.....	.....	2	190	12,550 00	.....	.....	.....
Totals.....	1	.....	58	.....	.....	59	3,201	\$202,113 53	\$1,159 00	.....	.....
REFUSAL TO HANDLE BOYCOTTED COAL AND FREIGHT.											
Grain handlers.....	.....	.....	1	.....	.....	1	27	\$1,600 00	.....	.....	.....
Longshoremen.....	.....	.....	30	.....	.....	30	1,805	38,925 00	.....	.....	.....
Storemen.....	.....	.....	3	.....	.....	3	33	5,022 50	.....	.....	.....
Totals.....	.....	.....	34	.....	.....	34	1,865	\$45,547 50	.....	.....	.....
REFUSAL TO HANDLE BOYCOTTED FREIGHT.											
Grain handlers.....	.....	.....	3	.....	.....	3	250	\$14,660 00	.....	.....	.....
Longshoremen.....	.....	.....	19	.....	.....	19	2,253	224,989 65	.....	.....	.....
Storemen.....	.....	.....	3	.....	.....	3	220	13,180 00	.....	.....	.....
Totals.....	.....	.....	25	.....	.....	25	2,723	\$252,829 65	.....	.....	.....
REFUSAL TO HANDLE BOYCOTTED PATTERNS.											
Iron workers.....	3	1	13	.....	.....	17	1,645	\$78,864 00	.....	.....	.....
Machinists.....	.....	.....	1	.....	.....	1	350	18,750 00	\$1,300 00	.....	.....
Totals.....	3	1	14	.....	.....	18	1,995	\$97,614 00	\$1,300 00	.....	.....

TABLE A—*Causes of Strikes*—(Continued).

TRADE OR INDUSTRY.	RESULT OF STRIKES.						Number of men engaged.	Number lost post-tions.	Amount lost in wages.	Cost to union.	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Total.					
REFUSAL TO RECOGNIZE UNION RULES (Continued).											
Painters.....	2	1	1	...	...	4	58	22	\$1,281 00	\$310 00	\$11,837 00
Plumbers.....	2	...	3	...	...	5	77	25	11,009 00	...	...
Printers.....	...	...	2	...	...	2	86	25	943 50	125 00	...
Roofers.....	1	...	1	...	...	2	91	...	750 00	...	...
Shoemakers.....	...	1	...	...	...	1	180	...	14,000 00	7,500 00	...
Silk ribbon weavers.....	1	...	...	...	...	1	57	...	6,000 00	3,000 00	...
Stone cutters.....	1	...	...	...	...	1	...	...	1,000 00	...	...
Stone cutters, blue.....	1	1	...	...	...	1	48	...	...	...	...
Tailors.....	...	...	1	...	...	1	17	17	...	...	...
Tin can makers.....	...	...	1	...	...	1	5	...	200 00	400 00	...
Waiters.....	1	...	2	...	...	3	64	64	...	...	...
Wood carvers.....	...	...	1	...	...	1	...	...	...	...	...
Totals.....	26	6	54	...	3	89	1,938	764	\$68,487 33	\$16,703 00	\$21,078 00
REFUSAL TO RECOGNIZE UNION RULES RELATIVE TO HOURS OF LABOR.											
Bakers.....	4	1	1	...	3	9	27	...	...	\$213 00	...
Barbers.....	11	...	3	...	6	20	35	6	\$54 00	30 00	...
Totals.....	15	1	4	...	9	29	62	6	\$54 00	\$243 00	...
RIVAL LABOR ORGANIZATIONS.											
Cigar makers.....	...	...	2	...	...	2	5	2	\$12 00	\$8 00	...
Lathers.....	1	...	1	...	...	2	25	6	90 00	...	...
Locksmiths and railing makers.....	...	...	1	...	...	1	6	...	180 00	...	...
Plumbers.....	...	...	1	...	...	1	...	...	...	...	...
Skylight, cornice makers and roofers.....	...	...	1	...	...	1	16	...	396 00	...	...
Stereotypers and electrotypers.....	1	...	...	...	...	1	...	...	...	...	...
Totals.....	2	...	6	...	...	8	52	8	\$678 00	\$8 00	...

SATURDAY HALF-HOLIDAY.

Brass workers.....	3	...	21	...	...	24	1,637	53	\$124,320 29	\$4,100 00	.....
Machinists.....	...	...	1	...	...	1	40	.....	80 00	.....	.....
Silk ribbon weavers.....	1	...	...	...	...	1	118	6	6,000 00	1,226 00	.....
Surgical instrument makers.....	...	1	...	...	...	1	72	3	10,000 00	2,166 57	.....
Torpedo makers.....	...	...	1	...	...	1	20	6	25 00	.....	.....
Totals.....	4	1	23	...	...	28	1,887	68	\$140,425 29	\$7,492 57	.....
To Assist Other Trades.											
Artificial stone masons.....	1	...	...	...	...	1	8	.....	\$256 00	.....	.....
Bakers.....	1	...	...	...	...	1	52	6	3,650 00	\$364 00	.....
Boiler makers.....	...	...	1	...	...	17	245	.....	2,576 25	.....	.....
Book binders.....	15	2	...	...	...	1	10	.....	150 00	60 00	.....
Brass workers.....	5	1	2	...	...	7	88	35	640 00	.....	.....
Bricklayers.....	1	...	2	...	...	3	57	35	3,200 00	2,000 00	.....
Bricklayers helpers (hod carriers).....	1	...	1	...	...	1	120	100	8,000 00	700 00	.....
Brickmakers.....	...	...	1	...	...	1	...	.....	.....	.....	.....
Butchers (beef).....	9	...	1	...	...	14	21	42	4,108 88	504 00	.....
Carpenters.....	...	...	4	...	...	1	388	.....	22,500 00	.....	.....
Carpet workers.....	1	...	1	...	...	1	1,800	.....	8,800 00	.....	.....
Cartmen.....	...	...	2	...	...	2	163	41	1,517 00	223 00	.....
Coopers.....	4	...	1	...	...	5	234	46	1,517 00	.....	.....
Derrickmen.....	...	...	1	...	...	1	4	4	.....	.....	.....
Farmers.....	...	...	1	...	...	1	3	.....	.....	.....	.....
Furniture workers.....	...	...	1	...	...	1	64	.....	1,426 00	.....	.....
Grate setters.....	4	...	...	...	...	4	123	61	9,520 00	.....	.....
Housasmiths.....	...	...	1	...	...	1	...	4	555 00	.....	.....
Iron workers.....	...	...	1	...	...	1	...	.....	.....	.....	.....
Knit and woolen goods.....	1	...	...	...	...	1	...	.....	.....	.....	.....
Laborers.....	3	...	...	...	...	3	...	.....	4,000 00	168 00	.....
Lathers.....	...	...	1	...	...	1	150	.....	1,296 00	.....	.....
Lumber handlers.....	...	...	1	...	...	1	26	.....	10,342 31	355 00	.....
Marble cutters.....	2	...	4	...	...	4	638	41	862 25	100 00	.....
Oil workers.....	5	...	4	...	...	9	49	16	175 00	.....	.....
Painters.....	...	...	1	...	...	1	20	10	.....	.....	.....
Paper box makers.....	...	...	1	...	...	1	10	.....	.....	.....	.....
Paper hangers.....	2	...	...	...	...	2	50	.....	.....	.....	.....
Pavers.....	...	...	...	...	...	2	5	.....	945 00	.....	.....
Peadiers.....	1	...	1	...	...	2	72	23	3,254 43	.....	.....
Plasterers.....	9	...	4	...	...	13	156	20	3,640 98	.....	.....
Plumbers.....	5	1	3	...	...	9	102	14	200 00	.....	.....
Press feeders.....	4	1	4	...	...	6	21	11	.....	.....	.....
Pressmen.....	3	1	2	...	...	1	...	.....	.....	.....	.....
Roofers.....	1	...	...	...	...	1	300	16	557 50	.....	.....
Ship builders.....	...	...	1	...	...	3	35	5	696 00	.....	.....
Ship colmen.....	1	...	2	...	...	4	18	.....	.....	.....	.....
Stair builders.....	3	...	1	...	...	2	...	.....	.....	.....	.....
Steam fitters.....	2	...	...	...	...	...	...	.....	.....	.....	.....
Stereotypers and electrotypers.....	...	...	...	...	...	...	...	.....	.....	.....	.....

TABLE A—*Causes of Strikes*—(Concluded).

TRADE OR INDUSTRY.	RESULT OF STRIKES.						Number of men engaged.	Number lost position.	Amount lost in wages.	Cost to union	Estimated gain.
	Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Total.					
TO ASSIST OTHER TRADES — (Continued).											
Tile layers.....	.....	.....	3	....	....	3	26	10	\$315 00	.....	.....
Vaseline workers .....	.....	.....	1	....	....	1	79	79	3,950 00	.....	.....
Wood carvers .....	.....	.....	1	....	....	1	12	12	550 00	\$288 00	.....
Totals	83	6	56	2	1	148	5220	650	\$97,583 60	\$4,762 00	\$1,920 00
USE OF MACHINERY											
Cigarette makers .....	.....	.....	1	....	....	1	130	130	.....	\$50 00	.....
Cigar makers.....	.....	.....	1	....	....	1	20	20	.....	245 00	.....
Coopers	1	.....	.....	....	....	1	.....	.....	.....	.....	.....
Furriers .....	.....	.....	1	....	....	1	25	2	\$900 00	.....	.....
Totals.....	1	.....	3	....	....	4	175	152	\$900 00	\$295 00	.....

MODE OF SETTLEMENT.

The bitterest quarrel must have its end, and it is well to know for future guidance what the end has been. Of the number of strikes reported and investigated it is found that 696 were "abandoned." This almost implies that they were hastily entered upon without due consideration as to the final chances of success. The lack of satisfactory results does not however conclusively establish the improvidence or precipitancy of the strike. . It may have been undertaken where employers are strong and united, as in the silversmiths, and where the public customers are willing to wait, and so competition is not feared. The cause may seem stronger and better founded than it really is. In short, strikes, like other enterprises of pith and moment, are not to be gauged only by their successful issues. The modes of settlement are the familiar one of arbitration, personal conciliation between parties engaged, or conciliation through labor organizations, of which there are 667 cases, while employes and employer have settled their differences in 121 cases without intervention. The full figures are as follows:

Arbitration, 6 ; 1 by the State Board of Mediation and Arbitration, and 5 by the mayor of Rochester ; conciliation, 21 ; conciliation with employes, 121 ; conciliation with labor organizations, 667 ; no formal settlement, 52 ; abandoned, 696 ; blank, 41. The figures for 1886 were : Arbitration, 11 — 9 establishments engaged in general strike, and 1 shop strike by State Board of Arbitration, and 1 by State Railroad Commissioners ; conciliation, 249 ; conciliation with employes, 81 ; conciliation with labor organizations, 832 ; no formal settlements, 20 ; abandoned 430 ; blank, 386.

TABLE B.
Mode of Settlement.

TRADE OR INDUSTRY.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settlement.	Abandoned.	Blank.
Artificial stone masons.....					1		
Axe makers.....						1	
Bakers.....		1		12		16	12
Barbers.....					1	3	16
Bartenders.....				1		1	
Blacksmiths' helpers.....				1	2	3	
Boiler makers.....					1	1	
Bookbinders.....			6	17		3	
Brass workers.....				4		22	
Brewery employes (ale).....				12		3	1
Brewery employes (lager).....				29			
Bricklayers.....			1	35		9	
Brick-yard employes.....			1	2	10	20	
Bridge-tenders.....						1	
Brush makers.....				1		1	
Butchers (beef).....		1		1		3	
Butchers (calf).....			6	6		3	
Butchers (hog).....		1				2	
Car builders.....						1	
Car employes.....				5			
Carpenters.....		10	13	76	31	30	1
Carpet workers.....				1		2	
Cartmen.....			2	2		3	
Cement makers.....			2		1	1	
Cement masons.....				2		1	
Cement laborers.....		1	1	1		1	
Chemical workers.....						1	
Cigarette makers.....						3	
Cigar makers.....				12		14	
Cigar packers.....				1			
Clothing cutters.....							
Coachmen.....			2	9		1	
Coal drivers.....				1		3	
Coal handlers.....							
Collar and cuff makers.....			1			27	
Color mixers (paints).....				1			
Coopers.....			3	22	1	11	
Coppersmiths.....		1	7	2	1	2	
Derrickmen.....				3	1	3	
Engineers.....				2		1	
File makers.....		1		2			
Fire extinguisher makers.....				1			
Firemen.....						2	
Flour mill hands.....						1	
Framers.....		1	3	48		4	
Furniture workers.....			1	4		8	
Furriers.....			1			1	
Gas-fixture makers.....						1	
Glass blowers.....		1	1	5	1	5	
Gold beaters.....				1		1	
Grain handlers.....						4	
Grate setters.....						1	
Grave diggers.....						3	
Harness makers.....						1	
Hat and cap makers.....						3	
Hod carriers.....		2				6	
Horseshoers.....			4	11		14	
Housesmiths.....				8			
Ice handlers.....			5	3		4	
Iron workers.....			2	10		20	
Knit and woolen goods.....			1		1	7	
Laborers.....		1	6	14		37	
Leathers.....				5		2	
Leather workers.....						3	
Line men (electric light).....				1			
Lithographers.....			1				
Locksmiths.....						2	

TABLE B—*Mode of Settlement*—(Continued).

TRADE OR INDUSTRY.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settlement.	Abandoned.	Blank.
'Longshoremen			2			86	
Lumber handlers.....			1			3	
Machinists.....				2		7	
Maltsters.....			1			1	
Marble workers				3		4	
Messengers.....			1			7	
Musicians.....						4	
Newsboys.....			2				
Newspaper mailers, folders, etc.	1						
Oilcloth workers						1	
Oil refiners.....						4	
Painters.....			3	37		13	1
Paper bag makers.....						1	
Paper box makers.....						1	
Paperhangers.....						1	
Paper makers (straw).....						1	
Paper rulers.....			13	26		4	
Pattern makers.....						1	
Pavers.....			1	2		1	
Peddlers							2
Photo-engravers						1	
Piano makers.....			1	4			
Plasterers				2		1	
Plumbers.....			2	21		86	
Press feeders.....			2	7		8	
Pressmen.....			1	5		5	
Printers (color and block).....						1	
Printers (compositors).....			2	20		11	
Printers (tip).....						1	
Railroad employes.....						2	
Rivet heaters.....						1	
Roofers (tin and slate).....			4	21		7	
Salesmen				1			
Salt boilers.....			1				
Sash, door and blind makers.....			1	1		6	
Satchel and traveling bag makers.....			1				
Servants						1	
Shawl makers.....				1			
Ship carpenters.....				2		1	
Ship ceilmens.....						1	
Shirt makers.....				6		3	
Shoe makers.....				6		3	
Silk ribbon weavers			2	5			
Silversmiths.....						6	
Skylight and cornice makers			3	27		40	
Stablemen				1			
Stage drivers.....				1			
Stair builders.....				1		2	
Steam fitters.....				4		1	
Stereotypers and electrotypers				3			
Stone cutters.....	5*			1		1	
Stone cutters (blue).....				1			
Stone cutters (granite).....			2	15		1	
Storemen						8	
Surgical instrument makers.....				1			
Suspender makers.....						1	
Tailors.....						1	
Tanners.....						1	
Telegraphers.....			1				
Terra cotta workers						1	
Theatrical employes.....			1				
Tile layers.....						3	
Tin can makers.....			1			3	
Tinware (stamped).....						1	
Torpedo makers						1	
Type foundries.....				1			
Underware			1			1	
Ushers.....						1	

* Mayor of city was umpire.

TABLE B—*Mode of Settlement*—(Concluded).

TRADE OR INDUSTRY.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organizations.	No formal settlement.	Abandoned.	Blank.
Varnishers			1	4		4	
Vaseline workers.....						1	
Waiters				2		7	4
Watch case makers.....						1	
Watchers (electric light works).....						1	
Weighers (U. S.).....				1			
Wire workers.....				1			
Wood carvers.....				10		3	
Wood workers.....				7			
Total for 1887	6	21	121	667	52	696	41
Total for 1886	11*	249	81	832	20	430	386 ^a
Total for 1886 and 1887.....	17	270	202	1,499	72	1,126	427

WAGES BEFORE AND AFTER STRIKES.

In this table we get a view of the most important effect of strike movements. The wage rate is by far the most frequent cause of strikes, although, as we know, not the only one. It is needless to dwell here on the importance of the wage rate to the workingman. The proposition is a common-place truism. When the employer gives in to an increase of wages, under the pressure of a strike, it is self-evident that he might have done so on the first request, if only as a matter of policy. One fact not recorded in this table, is worthy of comment, viz.: That the advanced rate continues for an indefinite period, say until a monetary crisis or some other important derangement of business relations. Some economists are of the opinion that there is a general tendency in the rate of wages, as with the rate of interest, to decline. Whether this be so or not, it is certain that on the first symptom of falling trade, the producer cuts wages just as he cuts any other business expense, and that wages put down have a tendency to stay down. It is proverbial that wages are the first element to fall, and the last to rise in hard times. This has been shown over and over again, especially in the production of great staples. By the influence of organization, the rise in wages may also be looked upon as a permanent, not a transient, gain. Moreover, there is a solidarity in the trades, and rates in one locality affect those in surrounding districts. The

* One by Railroad Commissioners.

^a Fifty-two of these were "pending" at close of this report.

ratio of advance is naturally variable in the several trades, but one trade (the bakers) may be adduced as an example of conspicuous gain; gain, too, that seems likely to be retained, for with the wages go the hours, and a general improvement of working conditions.

In the building trades, a slight advance is recorded in the case of the carpenters. An important advance is that of the hod carriers, which seems just, for though rude labor, it requires the skill that comes from practice, and is moreover exposed to the stoppages incident to open-air constructive work.

The horseshoers, a trade entirely limited to manual labor, have secured an important advance.

The longshoremen, whose labor, although rude, implies a good deal of skill in the handling of heavy packages (indeed all labor, even the roughest, implies skill), have succeeded in obtaining a partial advance in night work. This trade, which is almost always irregular, dependent on arrivals of vessels, is one of those in which the seeming liberality of pay, by the hour or the day, does not indicate the week's earnings. There are a great many hours wasted in waiting for a job.

During the year ending November 1, 1887, the number of establishments reported as affected by strikes relating to wages was 1,124. In 394 the employes secured an increase, fifty reported a decrease and 660 stated that there was no change. For the year 1886 the report was: Number of establishments affected, 991, of which 596 obtained an increase, fifteen suffered a decrease and 146 reported that there was no change from previous year.

TABLE C.
Wages Before and After Strikes.

AXE MAKERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Cohoes	\$0.90, 2.50	1	1

ARTIFICIAL STONE MASONS.

New York	\$2.25	1	1
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BAKERS.

New York	\$1.66 $\frac{1}{2}$, 2.00, 3.00	\$1.66 $\frac{1}{2}$, 2.00, 3.00	1	1
New York	{ 1.83, 2.00, 2.33, 3.00 }	1	1
New York	1.66, 2.66	1	1
New York	1.50, .83, .50 <i>a</i> .....	.....	.....	.....	1	.....	1
New York .....	.33, 1.00 <i>a</i> .....	.....	.....	.....	1	.....	1
New York	1.83, 2.66	.....	.....	.....	1	.....	1
New York	{ 1.33, 1.66, 2.00, 2.66, 3.00 }	.....	.....	.....	1	.....	1
New York	2.33, 2.66, 4.16	.....	.....	.....	1	.....	1
New York	{ 1.33, 2.00, 2.66, .60, .83, 2.33 <i>a</i> .....	.....	.....	.....	1	.....	1
New York	1.50, 2.00, 2.66	.....	.....	.....	2	.....	2
New York	2.00, 2.33, 2.66	.....	.....	.....	1	.....	1
New York	3.41 <i>c</i> , 2.91 <i>d</i> .....	.....	.....	.....	1	.....	1
New York	{ 1.66, 2.00, 2.33, 2.66, 3.33 }	.....	.....	.....	1	.....	1
New York	{ .50, .66, .83, 1.16, 2.33, <i>e</i> .35 <i>a</i> .....	.....	.....	.....	1	.....	1
New York	2.33, 3.00, 4.16	.....	.....	.....	1	.....	1
New York .....	.66, 1.00, 1.66	.....	.....	.....	1	.....	1
New York	{ .83, 1.00, 1.33, 2.33 }	.....	.....	.....	1	.....	1
New York	{ .83, 1.16, 2.33, 2.66 $\frac{1}{2}$, 1.33 $\frac{1}{2}$, 1.00 $\frac{1}{2}$ }	.....	.....	.....	1	.....	1
New York	1.00, 1.66, 2.33	.....	.....	.....	1	.....	1
New York	6.00, 1.66, 3.00	.....	.....	.....	1	.....	1
New York	1.66, 2.00, 2.66	.....	.....	.....	1	.....	1
New York	2.00, 2.50	.....	.....	.....	1	.....	1
New York .....	.83, 1.33, 2.16	1.33, 1.83, 3.00	1	.....	.....	.....	1
New York	{ 1.50, 1.83, 2.00, 2.33, 2.50, <i>g</i> .50 <i>a</i>	{ 1.50, 1.83, 2.00, 2.33, 2.50, <i>g</i> .50 <i>a</i> .....	.....	.....	1	.....	1
New York	{ 2.33, 2.50	{ 2.66, 2.16, 1.83, 1.83 <i>a</i> .....	.....	.....	.....	.....	.....
New York .....	.25, .83	.25, .83	.....	.....	1	.....	1
New York	{ .83, 1.33, 1.50, 2.00 <i>a</i>	{ .83, 1.33, 1.50, 2.00 <i>a</i> .....	.....	.....	1	.....	1
Brooklyn	2.50	2.50	.....	.....	1	.....	1
New York .....	.66, 1.00, 1.66 <i>a</i>	1.33 <i>a</i>	1	.....	.....	.....	1
New York	2.66	2.66	.....	.....	1	.....	1
New York	{ 1.33, 1.66, 2.00, 2.83 }	{ 1.33, 1.66, 2.00, 2.83 }	.....	.....	1	.....	1
New York	1.83, 2.00, 3.63	.....	.....	.....	1	.....	1
Totals .....	.....	.....	2	.....	30	.....	32

a And board. *b* Employer reports. *c* Foreman. *d* Every day hand. *e* One boy.
f One with board and bread for family. *g* Boy. *h* Three received. *i* One received.

TABLE C — *Wages Before and After Strikes* — (Continued).

BREWERS, ALE.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Albany	\$1.79	\$1.79 .....	.....	.....	1 .....	.....	1
Albany	1.66	2.00a, 2.33b, 2.50c	1 .....	.....	.....	.....	1
Albany	1.54	2.00	1 .....	.....	.....	.....	1
Albany	1.66	2.00, 2.16, 2.33, 2.50,	1 .....	.....	.....	.....	1
Brooklyn	2.00, 2.50, 3.00 .....	.....	.....	.....	1 .....	.....	1
New York	2.50, 3.00 .....	.....	.....	.....	1 .....	.....	1
Troy	1.66	2.00	2 .....	.....	.....	.....	2
Troy	1.58, 3.12 .....	.....	.....	.....	1 .....	.....	1
Totals .....	.....	.....	5 .....	.....	4 .....	.....	9

BREWERS, LAGER BEER.

Buffalo	\$1.66, 2.00, 2.33	\$1.66, 2.00, 2.33 .....	.....	.....	1 .....	.....	1
Buffalo	2.00	2.00, 2.50, 2.66	1 .....	.....	.....	.....	1
Buffalo	1.66, 2.00	1.66, 2.33	1 .....	.....	.....	.....	1
Buffalo	1.75, 3.00	2.00, 3.00	1 .....	.....	.....	.....	1
Buffalo	1.83, 2.00, 2.16	2.00, 2.33	1 .....	.....	.....	.....	1
Buffalo	1.66, 2.00	2.00, 2.66	1 .....	.....	.....	.....	1
Buffalo	1.66, 2.33 .....	.....	.....	.....	1 .....	.....	1
Buffalo	2.00, 2.16	2.00, 2.33	1 .....	.....	.....	.....	1
Buffalo	2.16	2.33	1 .....	.....	.....	.....	1
Buffalo	2.00	2.33	1 .....	.....	.....	.....	1
Buffalo	2.00, 2.33	2.00, 2.33 .....	.....	.....	1 .....	.....	1
Troy	1.75, 2.00	2.00, 2.50	1 .....	.....	.....	.....	1
Troy	2.00, 2.50	2.50, 3.33	1 .....	.....	.....	.....	1
Troy .....	.....	2.00, 2.50 .....	.....	.....	1 .....	.....	1
Troy	1.50, 3.33	2.00, 3.33	1 .....	.....	.....	.....	1
Totals .....	.....	.....	11 .....	.....	4 .....	.....	15

BRICK LAYERS.

Rochester	\$3.00	\$3.00 .....	.....	.....	19 .....	.....	19
Rochester	3.50	3.00 .....	.....	2 .....	.....	.....	2
Rochester	3.00, 3.50	3.00 .....	.....	1 .....	.....	.....	1
Rochester	3.00 .....	.....	.....	.....	3 .....	.....	3
Rochester	3.00, 3.50	3.25, 3.50	1 .....	.....	.....	.....	1
Rochester	1.50, 1.75 .....	.....	.....	.....	1 .....	.....	1
Newburgh	3.00	3.00 .....	.....	.....	1 .....	.....	1
New York	4.05	4.05 .....	.....	.....	1 .....	.....	1
New York	3.50	3.60	1 .....	.....	.....	.....	1
Albany	4.00, 3.60d .....	.....	.....	.....	1 .....	.....	1
Albany	3.60	3.60 .....	.....	.....	2 .....	.....	2
Albany	4.00	4.00 .....	.....	.....	1 .....	.....	1
New York	4.00 .....	.....	.....	.....	1 .....	.....	1
Totals .....	.....	.....	2	3	30 .....	.....	35

BRICK MAKERS.

Cornwall	\$1.25	\$1.25 .....	.....	.....	1 .....	.....	1
Kingston	1.80, 2.30 .....	.....	.....	.....	1 .....	.....	1
Kingston	2.00	2.00 .....	.....	.....	2 .....	.....	2
Kingston	2.00 .....	.....	.....	.....	2 .....	.....	2
New York	2.25	2.50	1 .....	.....	.....	.....	1
New York	2.00, 2.50	2.25, 2.50	1 .....	.....	.....	.....	1
New York	2.00, 2.50	2.00, 2.50 .....	.....	.....	1 .....	.....	1
New York	2.25e, 2.50 f	2.25e, 2.50 f .....	.....	.....	.....	.....	1
New York	4.00g, 7.00h	4.00g, 7.00h .....	.....	.....	1 .....	.....	1

a Laborers. b Stablemen. c Cellarmen. d Piece-work. e Cart driver. f Truck driver. g Hired carts. h Trucks.

TABLE C—*Wages Before and After Strikes*—(Continued).

BRICK MAKERS—(Continued).

LOCATION,	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Peekskill.....	\$1.75, 2.37½		....	....	1	....	1
Port Ewen.....	1.65, 2.65	\$1.65, 2.65 ¹	....	....	1	....	1
Port Ewen.....		2.00	....	....	1	....	1
Verplanck.....	1.50	1.50	1	1
Verplanck.....		1.50, 2.75	1	1
Totals.....			2	13	15

BRUSH MAKERS.

New York.....	\$3.00		1	1
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BUTCHERS (BEEF).

New York.....	\$2.33	\$2.33	1	1
New York.....	2.33, 10.00	3.33, 10.00	1	1
Totals.....			2	2

BUTCHERS (CALF).

New York.....	\$3.33	\$3.33 ^a , 2.33 ^b	....	1	....	....	1
New York.....	2.50	1.66, 3.00	....	1	....	....	1
New York.....	2.33	2.66	1	....	....	....	1
New York.....	2.00	2.00	....	....	1	....	1
New York.....	2.50, 3.00	2.50, 3.00	....	....	1	....	1
New York.....	3.33	3.33	....	1	....	....	1
New York.....	2.00, 2.50	2.50, 3.00	1	....	....	....	1
New York.....		3.00, 3.33	....	1	....	....	1
New York.....	3.83	3.00, 4.16	....	1	....	....	1
New York.....	2.00, 3.00	1.50, 3.00	....	1	....	....	1
New York.....	2.00	2.50	1	....	....	....	1
New York.....	2.00, 2.33	2.00, 2.33	....	....	1	....	1
New York.....	2.00, 2.50, 3.00		....	....	1	....	1
New York.....	2.00, 3.00, 3.33	1.91, 3.08, 3.58	1	....	....	....	1
New York.....	1.66, 2.50	2.00, 3.00	1	....	....	....	1
Totals.....			5	5	5	....	15

BUTCHERS (HOG.)

New York.....	\$2.00	\$2.66	1	1
New York.....	1.33, 2.33	1.66, 2.66	1	1
Totals.....			2	2

CAR BUILDERS.

New York.....	\$1.66	\$1.66	1	1
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CAR EMPLOYEES.

Brooklyn.....	\$1.50, 2.00		1	1
Brooklyn.....	2.00 and less	\$2.00 and less	1	1
Rochester.....	1.66, 1.87½	2.00	1	1
Totals.....			1	....	2	....	3

^a Summer.^b Winter.

TABLE C—*Wages Before and After Strikes—(Continued).*

CARPENTERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Albany.....	\$2.52.....	\$2.52.....	.....	.....	2.....	.....	2.....
Albany.....	2.52.....	2.52.....	.....	.....	1.....	.....	1.....
Albany.....	2.25, 2.70.....	2.25, 2.70.....	.....	.....	3.....	.....	3.....
Albany.....	2.25, 2.52.....	2.25, 2.52.....	.....	.....	1.....	.....	1.....
Albany.....	3.50.....	3.50.....	.....	.....	1.....	.....	1.....
Albany.....	2.00, 3.00.....	2.00, 3.00.....	.....	.....	1.....	.....	1.....
Albany.....	2.52, 2.70.....	2.50, 3.00.....	1.....	.....	.....	.....	1.....
Albany.....	2.70.....	2.70.....	.....	.....	1.....	.....	1.....
Brooklyn.....	3.00.....	3.25.....	60.....	.....	.....	.....	60.....
Brooklyn.....	3.25.....	3.25.....	.....	.....	1.....	.....	1.....
Brooklyn.....	3.00.....	3.00.....	.....	.....	11.....	.....	11.....
Brooklyn.....	3.00, 3.75.....	3.25.....	.....	1.....	.....	.....	1.....
Brooklyn.....	3.00.....	3.50.....	1.....	.....	.....	.....	1.....
Brooklyn.....	2.75, 3.25.....	2.75, 3.25.....	.....	.....	1.....	.....	1.....
Brooklyn.....	3.00, 3.50.....	3.25.....	.....	.....	2.....	.....	2.....
Brooklyn.....	3.50.....	3.50.....	.....	.....	.....	.....	.....
Brooklyn.....	3.00.....	2.50, 3.25.....	.....	1.....	.....	.....	1.....
Brooklyn.....	2.75.....	3.00.....	1.....	.....	.....	.....	1.....
Brooklyn.....	2.75, 3.00.....	3.00, 3.25.....	1.....	.....	.....	.....	1.....
Brooklyn.....	2.75, 3.00.....	3.25.....	1.....	.....	.....	.....	1.....
Brooklyn.....	2.50, 3.25.....	3.00.....	1.....	.....	.....	.....	1.....
Newburgh.....	2.25, 2.50.....	2.25, 2.50.....	.....	.....	2.....	.....	2.....
Newburgh.....	2.25, 2.50.....	2.50.....	1.....	.....	.....	.....	1.....
Newburgh.....	1.50, 2.50.....	2.75a.....	1.....	.....	.....	.....	1.....
Newburgh.....	2.25.....	2.25.....	.....	.....	1.....	.....	1.....
Newburgh.....	2.50.....	2.50.....	.....	.....	7.....	.....	7.....
Newburgh.....	2.50, 2.75.....	2.50, 2.75.....	.....	.....	1.....	.....	1.....
Newburgh.....	2.00, 2.75.....	2.00, 2.75.....	.....	.....	1.....	.....	1.....
New York.....	3.00.....	3.00.....	.....	.....	1.....	.....	1.....
New York.....	3.00, 3.25.....	3.50.....	2.....	.....	.....	.....	2.....
New York.....	3.25.....	3.50.....	2.....	.....	.....	.....	2.....
New York.....	3.25, 5.00.....	2.25, 5.00.....	.....	.....	1.....	.....	1.....
New York.....	3.50.....	3.50.....	.....	.....	6.....	.....	6.....
New York.....	2.50.....	3.00.....	1.....	.....	.....	.....	1.....
Rochester.....	2.25, 2.75.....	2.25, 2.75.....	.....	.....	2.....	.....	2.....
Rochester.....	2.50.....	2.50.....	.....	.....	15.....	.....	15.....
Rochester.....	2.00, 2.50.....	2.00, 2.50.....	.....	.....	1.....	.....	1.....
Rochester.....	2.50.....	2.50, 3.00.....	1.....	.....	.....	.....	1.....
Totals.....			74.....	2.....	65.....	.....	141.....

CARPET WORKERS.

New York.....	\$1.75, 3.00.....	\$1.66, 2.95.....	.....	1.....	.....	.....	1.....
New York.....	1.66, 2.95.....	.....	.....	.....	2.....	.....	2.....
Totals.....			.....	1.....	2.....	.....	3.....

CARTMEN.

Brooklyn.....	\$3.50b.....	\$4.00b.....	1.....	.....	.....	.....	1.....
New York.....	1.66, 1.17c.....	2.00, 1.50c.....	1.....	.....	.....	.....	1.....
Totals.....			2.....	.....	.....	.....	2.....

CEMENT LABORERS.

New York.....	\$1.75.....	.....	.....	.....	1.....	.....	1.....
New York.....	1.50, 1.75.....	\$2.25.....	1.....	.....	.....	.....	1.....
New York.....	2.00.....	2.25.....	1.....	.....	.....	.....	1.....
Totals.....			2.....	.....	1.....	.....	3.....

a Average best men.

b Including team.

c For helpers.

TABLE C — *Wages Before and After Strikes* — (Continued).

CEMENT MAKERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Akron.....	\$1.25.....	\$1.37.....	1	.....	.....	.....	1
Akron.....	1.25, 1.37, 1.50, 1.75	{ 1.37, 1.50, 1.62, } 1.75, 1.87,	1	1
Rondout.....	1.35.....	1	1
Totals.....	2	1	3

CHEMICAL WORKERS.

New York.....	\$1.50, 4.25.....	\$1.50, 4.25.....	1	1
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CIGARETTE MAKERS.

New York.....	.90 to \$1.00 per M.	1	1
New York.....	\$1.25.....	\$1.25.....	1	1
New York.....	.75 to .80.....	1	1
Totals.....	.....	.....	.....	.....	3	.....	3

CIGAR MAKERS.

Albany.....	.20 and .30 per Ma	.....	.....	.....	1	.....	1
Brooklyn.....	\$7.50 to 11 per M.	\$7.50 to 11 per M.	.....	.....	1	.....	1
Brooklyn.....	1.75 to 2.00.....	.....	.....	.....	1	.....	1
Cigarville.....	1.66 to 2.50.....	.....	.....	.....	1	.....	1
Kingston.....	1.80.....	1.95.....	1	.....	.....	.....	1
New York.....	2.50.....	.....	.....	.....	1	.....	1
New York.....	2.50.....	2.50.....	.....	.....	1	.....	1
New York.....	2.00a.....	2.00b.....	.....	.....	1	.....	1
New York.....	1.66 to 2.00.....	2.15.....	1	.....	.....	.....	1
New York.....	2.00.....	.....	.....	.....	1	.....	1
New York.....	1.90.....	2.10.....	1	.....	.....	.....	1
New York.....	7.00 to 9.00 per M	.....	.....	.....	1	.....	1
New York.....	18.00, 42.00 per M	16.00, 40.00 per M	.....	1	.....	.....	1
New York.....	6.00, 15.00 per M.	.....	.....	.....	1	.....	1
New York.....	7.00, 10.00 per M.	7.00, 10.00 per M	.....	.....	1	.....	1
New York.....	14.00 per M.....	14.00 per M.....	.....	.....	1	.....	1
New York.....	7.00, 18.00 per M.	7.00, 18.00 per M	1	1
Totals.....	3	1	13	17

CLOTHING CUTTERS.

New York.....	\$2.91.....	1	1
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COACHMEN.

Brooklyn.....	\$1.66, 2.00.....	\$1.83, 2.16.....	1	1
Brooklyn.....	1.66.....	2.00.....	1	1
Brooklyn.....	1.83.....	2.00, 2.16.....	1	1
Brooklyn.....	1.83.....	1.83.....	2	2
Totals.....	3	2	5

a Roller work.

b If piece-work, \$2.75.

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TABLE C—*Wages Before and After Strikes*—(Continued).

COAL HANDLERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Albany	\$1.50						
Brooklyn	1.66	\$1.66			1		1
Brooklyn	1.50, 3.50	1.50, 3.50			4		4
Brooklyn	1.75	1.75			1		1
Brooklyn	2.00	2.00			1		1
Brooklyn	1.66, 2.00				1		1
Brooklyn	1.50	1.50			1		1
Brooklyn	1.66				1		1
Brooklyn	1.66, 1.83	1.66, 1.83			1		1
Brooklyn	1.66, 2.00	1.66, 2.00			1		1
Brooklyn	1.50, 2.00	1.50, 2.00			1		1
New York	2.00				1		1
New York	1.66				1		1
New York	1.90, 2.00a	1.90, 2.50a			1		1
Totals					17		17

COLLAR MAKERS.

Troy83	\$1.16	1				1
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COLOR MIXERS.

New York	\$1.50, 2.50	\$1.62, 2.70	1				1
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COOPERS.

Brooklyn	\$2.50, 3.00				1		1
Buffalo	1.50, 2.00				1		1
Buffalo	2.00, 2.25				1		1
Buffalo	3.00				1		1
Buffalo	1.66				1		1
Buffalo	2.00, 2.25	\$2.00, 2.25			1		1
Buffalo	1.50	1.50, 1.83	1				1
Buffalo	1.50, 2.00	2.00, 2.16	1				1
Buffalo	1.50	2.00, 2.50	1				1
Buffalo	1.50	1.66	1				1
Lockport	2.00	2.33, 3.00	1				1
Lockport	2.00	2.40	1				1
Lockport .....	.08 per barrel ..	.10 per barrel ..	1				1
Oswego	1.50	1.50			1		1
New York	3.50	3.15		1			1
New York	2.50	2.50, 3.00	1				1
New York	1.17, 1.66	1.50, 2.00	1				1
New York	3.00	3.00	1				1
New York	3.00				1		1
New York	1.67, 2.00				1		1
New York	2.25	2.50	1				1
Total			10	1	10		21

COPPERSMITHS.

Brooklyn	\$2.50	\$2.50			1		1
Brooklyn	3.00	3.50	1				1
Brooklyn	2.75	3.00	1				1
Brooklyn	2.75, 3.50	3.00, lowest	1				1
Brooklyn	3.00	3.00			1		1
Brooklyn	2.50				1		1
Brooklyn	2.50, 3.00				1		1

a Piece-work.

TABLE C — *Wages Before and After Strikes* — (Continued).

COPPERSMITHS — (Continued).

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number falling to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$2.50.....	\$3.00.....	2	.....	.....	.....	2
New York.....	2.25, 3.00.....	2.25, 3.00.....	1	.....	.....	.....	1
New York.....	2.75.....	3.00.....	1	.....	.....	.....	1
New York.....	2.75, 3.00.....	3.00.....	1	.....	.....	.....	1
New York.....	2.50, 3.50.....	3.00.....	.....	.....	1	.....	1
New York.....	2.75, 3.50.....	3.00, lowest.....	1	.....	.....	.....	1
New York.....	3.00, a1.50, 2.00.....	.....	.....	.....	1	.....	1
New York.....	2.25, 3.50.....	3.00, lowest.....	1	.....	.....	.....	1
New York.....	2.50, 2.75.....	.....	.....	.....	1	.....	1
Totals.....	.....	.....	10	.....	7	.....	17
DERRICKMEN.							
New York.....	\$2.75.....	\$2.75.....	.....	.....	2	.....	2
ENGINEERS.							
Brooklyn.....	\$3.50.....	.....	.....	.....	1	.....	1
FILE MAKERS.							
Brooklyn.....	\$1.50, 4.00.....	.....	.....	.....	1	.....	1
Brooklyn.....	1.50, 3.00.....	\$1.75, 3.25.....	1	.....	.....	.....	1
Totals.....	.....	.....	1	.....	1	.....	2
FIRE EXTINGUISHER MAKERS.							
New York.....	\$1.50, 2.75.....	\$1.75, 3.00.....	1	.....	.....	.....	1
FIREMEN.							
Brooklyn.....	\$1.75.....	.....	.....	.....	1	.....	1
FLOUR MILL HANDS.							
New York.....	\$2.20.....	\$2.20.....	.....	.....	1	.....	1
FRAMERS.							
New York.....	\$3.50.....	\$3.50.....	.....	.....	2	.....	2
New York.....	3.50.....	.....	.....	.....	1	.....	1
New York.....	2.50.....	2.50.....	.....	.....	1	.....	1
Brooklyn.....	2.75.....	3.25.....	40	.....	.....	.....	40
Brooklyn.....	2.50, 2.75.....	3.25.....	2	.....	.....	.....	2
Brooklyn.....	3.00.....	3.25.....	1	.....	.....	.....	1
Brooklyn.....	2.75, 3.00.....	3.25.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	3.50.....	1	.....	.....	.....	1
Brooklyn.....	3.25.....	3.25.....	.....	.....	1	.....	1
Brooklyn.....	2.75.....	.....	.....	.....	2	.....	2
Brooklyn.....	2.75.....	3.00.....	1	.....	.....	.....	1
Brooklyn.....	1.50, 2.25.....	3.25.....	1	.....	.....	.....	1
Totals.....	.....	.....	47	.....	7	.....	54

a Helpers.

TABLE C—*Wages Before and After Strikes*—(Continued).

FURNITURE WORKERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Brooklyn	\$2.50, 3.00	\$3.00, 3.50	1				1
Brooklyn	2.50, 3.00	2.50, 3.00			1		1
Brooklyn	2.00, 2.50	2.00, 2.50			1		1
New York	2.25, 3.00	2.81	1				1
New York	2.75	{ 2.95, 3.60a 2.75, 2.85b }	1				1
New York	2.50				2		2
New York	2.25, 3.00				1		1
Port Chester	2.50	2.40, 2.80	1				1
Port Chester	2.50				1		1
Totals			4		6		10

GLASS WORKERS.

Binghamton	\$4.50				1		1
Brooklyn	4.60	\$4.60			1		1
Brooklyn	4.50	3.82			1		1
Clyde	5.00, 9.00c	4.50, 4.75		1			1
Corning	.50, 1.00, boys	.50, 1.00, boys			1		1
Corning	3.00				1		1
Allenville	4.50, 5.00	3.82, 4.25		1			1
Lockport	5.00, 7.00	4.65, 6.50		1			1
New York	2.50				1		1
Poughkeepsie	5.00, 6.00	4.75, 5.70		1			1
Totals				5	5		10

GOLD BEATERS.

New York	\$1.83	\$1.83			1		1
New York	4.00, 2.00 for girls	4.00, 2.00 for girls			1		1
Totals					2		2

GRAIN HANDLERS.

Brooklyn		\$2.00			1		1
New York	\$2.00, 2.16	2.00, 2.16			1		1
New York	2.00	2.00			1		1
New York	2.50	2.50			1		1
Totals					4		4

GRAVE DIGGERS.

Brooklyn	\$1.60				1		1
Flatbush	1.75				1		1
New York	1.75, 2.50				1		1
Totals					3		3

HAT AND CAP MAKERS.

New York	\$0.83, 1.50, 1.66, 3.				1		1
Yonkers	2.23				1		1
Totals					2		2

a Machine hands.

b Cabinet makers.

c Blowers.

TABLE C—*Wages Before and After Strikes—*(Continued).

HOD CARRIERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Brooklyn.....	\$2.50.....	\$2.52.....	1	.....	.....	.....	1
Brooklyn.....	1.50, 2.00.....	.....	.....	.....	1	.....	1
Brooklyn.....	1.50, 2.00.....	2.25, 2.75.....	4	.....	.....	.....	4
Brooklyn.....	1.50, 2.75.....	2.25, 2.75.....	1	.....	.....	.....	1
Brooklyn.....	1.50, 2.00.....	2.25, 2.75.....	1	.....	.....	.....	1
Cohoes.....	2.25.....	.....	.....	.....	1	.....	1
Newburgh.....	1.75.....	2.00.....	2	.....	.....	.....	2
Newburgh.....	2.00.....	2.00.....	.....	.....	1	.....	1
New York.....	2.50.....	.....	.....	.....	1	.....	1
Totals.....	.....	.....	9	.....	4	.....	13

HORSESHOERS.

Brooklyn.....	\$2.50, 3.00.....	.....	.....	.....	2	.....	2
Brooklyn.....	2.50, 3.00.....	\$3.00, 3.50.....	8	.....	.....	.....	8
Brooklyn.....	2.00.....	3.00.....	1	.....	.....	.....	1
Brooklyn.....	2.00.....	2.50.....	1	.....	.....	.....	1
Brooklyn.....	2.50.....	2.75.....	1	.....	.....	.....	1
Brooklyn.....	2.50.....	3.25.....	1	.....	.....	.....	1
Brooklyn.....	2.83, 3.50.....	.....	.....	.....	1	.....	1
Brooklyn.....	3.00.....	3.50.....	3	.....	.....	.....	3
Brooklyn.....	1.66.....	1.66.....	.....	.....	1	.....	1
Brooklyn.....	1.66.....	3.00.....	1	.....	.....	.....	1
Brooklyn.....	2.50.....	3.00.....	6	.....	.....	.....	6
Brooklyn.....	2.00, 2.25, 3.00.....	.....	.....	.....	1	.....	1
Brooklyn.....	3.50.....	3.50.....	.....	.....	1	.....	1
Brooklyn.....	.....	3.00, 3.50.....	.....	.....	1	.....	1
Brooklyn.....	2.50.....	.....	.....	.....	2	.....	2
Brooklyn.....	3.00, 3.50.....	3.00, 3.50.....	.....	.....	4	.....	4
Brooklyn.....	2.66, 3.50.....	.....	.....	.....	1	.....	1
Brooklyn.....	2.75.....	3.00.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	.....	.....	.....	2	.....	2
Brooklyn.....	2.50.....	2.66.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	3.00.....	.....	.....	1	.....	1
Brooklyn.....	3.00, 4.00.....	3.50, 4.50.....	1	.....	.....	.....	1
Brooklyn.....	3.00, 3.50.....	.....	.....	.....	1	.....	1
Brooklyn.....	2.50.....	3.50.....	2	.....	.....	.....	2
Brooklyn.....	2.00, 3.00.....	3.00, 3.50.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	3.25.....	1	.....	.....	.....	1
Brooklyn.....	.50 per hour <i>a</i>.....	.....	.....	.....	1	.....	1
Buffalo.....	1.66.....	.....	.....	.....	1	.....	1
Buffalo.....	1.66, 2.00.....	2.00.....	1	.....	.....	.....	1
Buffalo.....	1.83 <i>b</i>.....	.....	.....	.....	1	.....	1
Buffalo.....	2.00.....	2.50.....	2	.....	.....	.....	2
Buffalo.....	1.66.....	2.25.....	4	.....	.....	.....	4
Buffalo.....	1.50.....	2.25.....	1	.....	.....	.....	1
Buffalo.....	2.00.....	2.25 <i>c</i> , 2.50 <i>d</i>	1	.....	.....	.....	1
Buffalo.....	2.00.....	2.25.....	1	.....	.....	.....	1
New York.....	3.00.....	.....	.....	.....	1	.....	1
Totals.....	.....	.....	39	.....	22	.....	61

HOUSESMITHS.

New York.....	\$1.75, 3.50.....	\$1.75, 3.50.....	.....	.....	1	.....	1
New York.....	2.00, 4.00.....	2.20, 4.40.....	1	.....	.....	.....	1
Totals.....	.....	.....	1	.....	1	.....	2

a Overtime. *b* Union says \$2.00. *c* Floormen. *d* Firemen.

TABLE C—Wages Before and After Strikes—(Continued).

ICE WORKERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Catskill	\$1.75.....	\$2.00.....	1	.....	.....	.....	1
New York.....	1.50, 2.00.....	1.62, 2.12.....	1	.....	.....	.....	1
New York.....	1.50, 2.00.....	1.50, 2.00.....	.....	.....	1	.....	1
New York.....	2.00.....	2.50.....	1	.....	.....	.....	1
New York.....	1.83, 2.00.....	2.16, 2.50.....	1	.....	.....	.....	1
New York.....	.....	2.00, 2.50.....	.....	.....	1	.....	1
New York.....	1.50.....	1.75.....	1	.....	.....	.....	1
New York.....	2.00.....	2.00.....	.....	.....	1	.....	1
New York.....	0.50, 2.50.....	.....	.....	.....	1	.....	1
New York.....	2.00.....	1.66, 2.16.....	1	.....	.....	.....	1
Totals.....	.....	.....	6	.....	4	.....	10

IRON WORKERS.

Albany.....	\$2.00.....	\$2.15.....	1	.....	.....	.....	1
Albany.....	2.80.....	.....	.....	.....	1	.....	1
Albany.....	2.00.....	2.00.....	.....	.....	1	.....	1
Brooklyn.....	2.00, 2.75.....	2.75.....	3	.....	.....	.....	3
Brooklyn.....	2.75, 3.00.....	2.75, 3.00.....	.....	.....	1	.....	1
Brooklyn.....	2.00, 3.25.....	2.50, 3.25.....	1	.....	.....	.....	1
Brooklyn.....	2.50, 4.25.....	.....	.....	.....	1	.....	1
Buffalo.....	2.50, 2.75.....	.....	.....	.....	1	.....	1
Crown Point.....	1.40.....	.....	.....	.....	1	.....	1
Fulton.....	3.50.....	3.50.....	.....	.....	1	.....	1
Medina.....	1.50, 2.50.....	.....	.....	.....	1	.....	1
Medina.....	2.50.....	2.83.....	1	.....	.....	.....	1
Medina.....	1.12, 2.00.....	.....	.....	.....	1	.....	1
New York.....	2.50, 3.00.....	.....	.....	.....	1	.....	1
New York.....	2.75.....	2.75.....	.....	.....	1	.....	1
Peekskill.....	2.50, 2.75 ^a.....	.....	.....	.....	1	.....	1
Rochester.....	2.66.....	2.66.....	.....	.....	3	.....	3
Troy.....	2.66.....	.....	.....	.....	1	.....	1
Troy.....	2.50, 4.50.....	.....	.....	.....	1	.....	1
Totals.....	.....	.....	6	.....	17	.....	23

KNIT AND WOOLEN GOODS.

Cohoes.....	\$0.85, boys.....	.....	.....	.....	1	.....	1
Cohoes.....	.62.....	.....	.....	.....	1	.....	1
Oswego.....	2.50.....	.....	.....	.....	1	.....	1
Oswego Falls.....	.62.....	.....	.....	.....	1	.....	1
Oswego Falls.....	2.50 ^b , 1.10 ^c , .66 ^d.....	.....	.....	.....	1	.....	1
Schuylerville.....	.95.....	\$0.95.....	.....	.....	1	.....	1
Totals.....	.....	.....	.....	.....	6	.....	6

LABORERS.

Greenbush.....	\$1.75.....	\$1.75.....	.....	.....	1	.....	1
Hastings upon Hudson.....	1.50.....	1.50.....	.....	.....	1	.....	1
Little Falls.....	1.50.....	1.50.....	.....	.....	1	.....	1
New York.....	.....	1.50.....	.....	.....	1	.....	1
New York.....	1.50, 3.50.....	1.50, 3.50.....	.....	.....	1	.....	1
New York.....	2.25.....	2.50.....	1	.....	.....	.....	1
New York.....	2.70.....	3.60.....	1	.....	.....	.....	1
Rochester.....	1.50.....	1.50.....	.....	.....	2	.....	2
Rochester.....	1.50, 1.75.....	1.50, 1.75.....	.....	.....	1	.....	1
Rochester.....	1.50, 2.00.....	1.50, 2.00.....	.....	.....	1	.....	1

^a Piece work. ^b Boss spinners. ^c Dye hands. ^d Burlers.

TABLE C—*Wages Before and After Strikes*—(Continued).

LABORERS—(Continued).

LOCATION.	Before strike.	After strike.	Number of establish- ments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Rochester.....	\$1.25.....		.....	.....	1	.....	1
Rochester.....	1.50.....	\$1.75.....	2	.....	.....	.....	2
Rochester.....	1.75.....		.....	.....	2	.....	2
Troy.....	1.50.....	1.65.....	1	1
Troy.....	1.25.....	1.25.....	1	1
Totals.....			5	13	18

LATHERS.

New York.....	\$3.50, 4.00.....	\$3.50, 4.00.....	1	1
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LEATHER WORKERS.

Brooklyn.....	\$2.33.....	\$2.33.....	1	1
Gloversville.....	2.00.....		1	1
Totals.....			2	2

LOCKSMITHS AND RAILING MAKERS.

New York.....	\$2.00, 3.00.....		.....	.....	1	.....	1
New York.....	1.50, 1.75 <i>a</i> , 2.50 <i>b</i>..		.....	.....	1	.....	1
Totals.....			.....	.....	2	.....	2

'LONGSHOREMEN.

Albany.....	\$0.16 <i>c</i> , \$10.00 <i>d</i>...		.....	.....	1	.....	1
Brooklyn.....	1.66, 2.00.....		.....	.....	1	.....	1
New York.....	3.00.....		.....	.....	1	.....	1
New York.....	1.00, 1.83 & bo <i>a</i> 'd.		.....	.....	1	.....	1
New York.....	2.00, .25 <i>e</i>.....		.....	.....	2	.....	2
New York.....	2.00.....	\$2.00.....	.....	.....	1	.....	1
New York.....	2.00, .30 <i>c</i>.....	.30 <i>c</i> , .45 <i>f</i>	1	.....	.....	.....	1
New York.....	2.00, .30 <i>c</i>.....	.30 <i>c</i> , .35 <i>f</i>	1	.....	.....	.....	1
New York.....	1.83, .25 <i>c</i>	1.83, .25 <i>c</i>.....	.....	.....	1	.....	1
New York.....	2.16, .25 <i>c</i>	2.00, .25 <i>c</i>.....	.....	1	.....	.....	1
New York.....	4.00.....	2.75.....	.....	1	.....	.....	1
New York.....	1.16 and board..		.....	.....	1	.....	1
New York.....	.30 <i>c</i>.....	.30 <i>c</i> , .25 <i>g</i>.....	.....	.....	1	.....	1
New York.....	.40 <i>c</i> , 60 <i>f</i>.....		.....	.....	1	.....	1
New York.....	.30 <i>c</i>.....	.30 <i>c</i>.....	.....	.....	4	.....	4
New York.....	1.50, 2.00.....		.....	.....	1	.....	1
New York.....	.41 <i>c</i>.....	.40 <i>c</i>.....	.....	.....	19	.....	19
New York.....	.30, 60 <i>f</i>.....	.30 <i>c</i> , .45 <i>f</i>	7	.....	.....	.....	7
New York.....	.30, 40 <i>c</i>.....		.....	.....	1	.....	1
New York.....	.40, 45 <i>c</i>.....	.40, .45 <i>c</i>.....	.....	.....	7	.....	7
New York.....	.45 <i>c</i>.....		.....	.....	1	.....	1
New York.....	.25 <i>c</i>.....	.30 <i>c</i>	1	.....	.....	.....	1
New York.....	.40 <i>c</i>.....	.30 <i>c</i>.....	.....	1	.....	.....	1
New York.....	.40 <i>c</i>.....		.....	.....	4	.....	4
New York.....	.40 <i>c</i> , 45 <i>f</i>.....		.....	.....	1	.....	1
New York.....	.30 <i>c</i> , 60 <i>f</i>.....	.30 <i>c</i> , 60 <i>f</i>.....	.....	.....	1	.....	1
New York.....	.40, 50 <i>c</i>.....	.40, 50 <i>c</i>.....	.....	.....	4	.....	4
New York.....	.40 <i>c</i> , 60 <i>f</i>.....	.40 <i>c</i> , 50 <i>f</i> <i>h</i>.....	.....	.....	3	.....	3
New York.....	.40 <i>c</i> , 60 <i>f</i>.....	.30 <i>c</i> , 45 <i>f</i>	4	.....	.....	.....	4
New York.....	.40 <i>c</i> , 60 <i>f</i>.....	.30 <i>c</i> , 40 <i>f</i>	1	.....	.....	.....	1
New York.....	.40 <i>c</i> , 60 <i>f</i>.....	.30 <i>c</i> , 40 <i>f</i>.....	.....	.....	1	.....	1

a Helpers. *b* Finishers. *c* Per hour. *d* Per week. *e* Per hour overtime. *f* Per hour night. *g* New hands. *h* One firm pays \$1 per hour on Sundays and holidays.

TABLE C—Wages Before and After Strikes—(Continued).

LONGSHOREMEN—(Continued).

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York	\$0.30 per hour....	\$0.30 ^h	1	.....	.....	.....	1
New York .....	.30 ^b.....	.25 ⁱ.....	.....	1	.....	.....	1
New York .....	.40 ^b.....	.40 per hour....	.....	1	.....	.....	1
New York .....	.30 ^c.....	.25 ^j.....	.....	1	.....	.....	1
Total			4	18	58	.....	80

LUMBER HANDLERS.

Albany	\$1.66	\$1.83	1	.....	.....	.....	1
Albany	3.00, 5.00 ^d.....	.....	.....	.....	1	.....	1
Brooklyn	1.66	1.66 .....	.....	.....	1	.....	1
Long Island City	2.00	2.00 .....	.....	.....	1	.....	1
Total			1	.....	3	.....	4

MACHINISTS.

Brooklyn	\$2.25, 2.50 .....	.....	.....	.....	1	.....	1
Brooklyn	3.00 .....	.....	.....	.....	1	.....	1
Brooklyn	1.00, 2.50 .....	.....	.....	.....	1	.....	1
New York	1.25, 3.00	\$1.25, 3.00 .....	.....	.....	1	.....	1
New York	2.00, 3.75	2.00, 3.75 .....	.....	.....	1	.....	1
New York	2.20, 1.50 ^e	2.50, 1.66 ^e	1	.....	.....	.....	1
Total			1	.....	5	.....	6

MALTSTERS.

Buffalo	\$1.50	\$1.66	1	.....	.....	.....	1
New York	2.50	2.50 .....	.....	.....	1	.....	1
Total			1	.....	1	.....	2

MARBLE WORKERS.

New York	\$1.50, 3.00 .....	.....	.....	.....	1	.....	1
New York	2.00, ^f 2.50 ^g	\$2.00, ^f 2.50 ^g.....	.....	.....	1	.....	1
New York	3.00	3.00 .....	.....	.....	1	.....	1
Total .....			.....	.....	3	.....	3

MESSENGERS.

Albany	\$0.30, 50	\$0.30, 50 .....	.....	.....	1	.....	1
Brooklyn .....	.58, 66 .....	.58, 66 .....	.....	.....	1	.....	1
New York .....	.60 .....	.60 .....	.....	.....	1	.....	1
New York .....	.75 .....	.....	.....	.....	1	.....	1
Totals .....			.....	.....	4	.....	4

^b Per hour day and 60 cents per hour night. ^c Per hour day and 45 cents per hour night.^d Piece-work.^e Helpers.^f Polishers.^g Cutters.^h Per hour day and 40 cents per hour night. ⁱ Per hour day, and 30 cents per hour night.^j Per hour day, and 35 cents per hour night.

TABLE C—*Wages Before and After Strikes*—(Continued).

NEWSPAPER MAILERS, FOLDERS, ETC.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York	\$1.00a 1.66b.....	\$1.00a 1.66b.....	1	1

OIL CLOTH WORKERS.

Astoria.....	\$2.20, 3.00.....	1	1
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OIL REFINERS.

Brooklyn.....	\$1.25, 2.00.....	\$1.25, 2.00.....	1	1
New York.....	0.93c 1.97b.....	0.93c 1.97b.....	1	1
Totals.....	2	2

PAINTERS.

Albany.....	\$2.50.....	.....	....	....	1	....	1
Long Island City.....	2.50.....	\$3.00.....	1	....	....	....	1
New York.....	1.50, 2.50.....	3.50.....	1	....	....	....	1
New York.....	2.50.....	3.50.....	2	....	....	....	2
New York.....	2.50.....	3.00.....	1	....	....	....	1
New York.....	3.00.....	3.50.....	5	....	....	....	5
New York.....	2.75.....	3.50.....	4	....	....	....	4
New York.....	2.50, 3.50.....	2.50, 3.50.....	....	....	1	....	1
New York.....	2.00, 3.50.....	3.50.....	3	....	....	....	3
New York.....	2.50, 3.50.....	3.50.....	1	....	....	....	1
New York.....	3.50.....	4.00.....	1	....	....	....	1
New York.....	3.50.....	.....	....	....	2	....	2
New York.....	3.50.....	3.12.....	....	2	....	....	2
New York.....	3.50.....	3.00.....	....	1	....	....	1
New York.....	3.00, 3.25, 3.50.....	3.50.....	1	....	....	....	1
New York.....	3.50.....	3.50.....	....	....	1	....	1
New York.....	2.50.....	2.50.....	....	....	1	....	1
New York.....	2.00, 2.25.....	3.00.....	1	....	....	....	1
New York.....	3.00.....	3.00.....	....	....	2	....	2
New York.....	3.00.....	3.50.....	1	....	....	....	1
New York.....	2.50, 3.00, 3.50.....	3.00, 3.50.....	1	....	....	....	1
New York.....	3.50.....	3.00, 3.50.....	....	1	....	....	1
Troy.....	2.40.....	2.40.....	3	3
Totals.....	23	4	11	38

PAPER-RAG MAKERS.

Ballston	\$0.75, 1.50 d.....	\$0.75, 1.50 d.....	1	1
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PAPER-BOX MAKERS.

Cohoes	\$1.25, 1.50	\$1.25, 1.50	1	1
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PAPER HANGERS.

New York.....	\$3.50.....	1	1
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PAPER MAKERS.

Sand lake.....	\$1.25, 2.00	1	1
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a Women. b Men. c Boys. d Sometimes work three hours overtime and receive 19 cents.

TABLE C—*Wages Before and After Strikes—(Continued).*

PAPER RULERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$2.00, 2.50, 3.00, 3.50	\$2.50, 3.50, 4.00 ...	1	...	...	...	1
New York.....	2.50, 2.83, 3.00 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.66, 2.83 ...	3.50 ...	1	...	...	...	1
New York.....	2.00, 2.33, 2.66, 3.00	2.33, 3.00, 3.50 ...	1	...	...	...	1
New York.....	2.33, 2.50 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.00, 2.50 ...	3.00, 3.50 ...	2	...	...	...	2
New York.....	2.00, 2.50 ...	2.50, 3.00 ...	1	...	...	...	1
New York.....	2.50 ...	3.00 ...	1	...	...	...	1
New York.....	1.50, 1.83, 2.00, 2.33	...	...	...	1	...	1
New York.....	2.25, 2.50 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.50, 2.83 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	3.00 ...	3.50 ...	4	...	...	...	4
New York.....	2.50, 3.00 ...	3.00, 3.50 ...	5	...	...	...	5
New York.....	2.33, 2.50, 2.83 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.00, 2.33 ...	...	...	...	1	...	1
New York.....	3.00 ...	3.00 ...	...	...	2	...	2
New York.....	3.00, 3.50 ...	3.50 ...	4	...	...	...	4
New York.....	2.00, 2.33, 2.66 ...	3.00, 3.66 ...	1	...	...	...	1
New York.....	2.50, 3.00 ...	3.00 ...	1	...	...	...	1
New York.....	2.50, 2.66 ...	3.00, 3.50 ...	2	...	...	...	2
New York.....	2.00, 4.16 ...	3.00, 3.50 ...	...	1	...	...	1
New York.....	2.33, 2.50 ...	3.00 ...	1	...	...	...	1
New York.....	2.16, 2.66 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.00, 2.66, 3.00, 3.16	...	...	...	1	...	1
New York.....	2.50 ...	3.50 ...	1	...	...	...	1
New York.....	2.60 ...	3.00 ...	1	...	...	...	1
New York.....	3.00, 3.33, 4.00 ...	3.00, 3.50 ...	...	1	...	...	1
New York.....	2.00, 3.00 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.83, 3.50 ...	3.00, 3.50 ...	1	...	...	...	1
New York.....	2.33, 2.66 ...	3.00, 3.50 ...	1	1
Totals.....	36	2	5	...	43

PATTERN MAKERS.

New York.....	\$3.00, 3.50.....	\$3.00, 3.50.....	1	...	1
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PAVERS.

New York.....	\$2.50.....	1	...	1
New York.....	4.50.....	\$5.00.....	1	1
Totals.....	1	...	1	...	2

PHOTO-ENGRAVERS.

New York.....	.83, \$3.50.....	.83, \$3.50.....	1	...	1
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PIANO MAKERS.

New York.....	\$3.00.....	1	...	1
New York.....	3.00.....	\$3.25.....	2	2
Totals.....	2	...	1	...	3

TABLE C — *Wages Before and After Strikes* — (Continued).

PLUMBERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$3.50.....	\$3.50.....	.....	.....	41	.....	41
New York.....	3.50.....	.....	.....	.....	7	.....	7
New York.....	3.50.....	2.50, 3.50.....	.....	1	.....	.....	1
New York.....	3.00, 4.00.....	3.00, 4.00.....	.....	.....	1	.....	1
New York.....	2.50, 3.50.....	2.50, 3.50.....	.....	.....	1	.....	1
New York.....	3.50.....	3.50, 4.00.....	1	.....	.....	.....	1
New York.....	3.50, 3.75.....	3.50, 3.75.....	.....	.....	1	.....	1
New York.....	3.50, 4.00.....	3.50.....	.....	1	.....	.....	1
Totals.....			1	2	51	.....	54

PRESS FEEDERS.

Brooklyn.....	\$1.16, 1.33.....	\$1.50, 1.66.....	1	.....	.....	.....	1
Brooklyn.....	1.33.....	1.50, 1.66.....	1	.....	.....	.....	1
New York.....	1.16, 1.50.....	1.33, 1.50.....	2	.....	.....	.....	2
New York.....	2.00.....	1.66.....	.....	1	.....	.....	1
New York.....	1.50.....	1.66.....	1	.....	.....	.....	1
New York.....	1.66.....	1.66.....	.....	.....	1	.....	1
New York.....	1.66.....	.....	.....	.....	1	.....	1
Totals.....			5	1	2	.....	8

PRESSMEN.

New York.....	\$1.50.....	\$1.50, 4.00.....	1	.....	.....	.....	1
New York.....	3.33.....	3.33.....	.....	.....	2	.....	2
New York.....	3.33.....	.....	.....	.....	1	.....	1
New York.....	3.83.....	.....	.....	.....	1	.....	1
Totals.....			1	.....	4	.....	5

PRINTERS.

Albany.....	\$2.50.....	.....	.....	.....	1	.....	1
Buffalo.....	2.50.....	.....	.....	.....	1	.....	1
New York.....	{ 3.00, 3.66; piece work 2.00..... }	{ \$3.00, 3.66..... }	.....	.....	1	.....	1
New York.....	{ 3.00 or 37 cts. per 1,000 ems..... }	{ 3.00 or 37c. per 1,000 ems..... }	.....	.....	1	.....	1
New York.....	3.00.....	Union rates.....	.....	.....	1	.....	1
New York.....	3.00.....	43c. per 1,000 ems.....	1	.....	.....	.....	1
New York.....	{ 3.00 or 37 cts. per 1,000 ems..... }	{ 43 cts. per 1,000 ems..... }	4	.....	.....	.....	4
New York.....	3.00.....	.....	.....	.....	2	.....	2
New York.....	3.00.....	\$3.00.....	.....	.....	5	.....	5
New York.....	2.50.....	.....	.....	.....	1	.....	1
New York.....	{ Book work, 1.50; job, 3.00..... }	{ 3.00..... }	.....	.....	2	.....	2
New York.....	{ Book work, 1.50; job, 3.00..... }	.....	.....	.....	1	.....	1
New York.....	{ 3.00 or 37 cts. per 1,000 ems..... }	{ 3.00, or 43c. per 1,000 ems..... }	1	.....	.....	.....	1
New York.....	2.00, 2.50.....	.....	.....	.....	1	.....	1
New York.....	{ 3.00, piece work, 2.00, 3.00..... }	.....	.....	.....	1	.....	1
New York.....	3.00, piece w'k, 2.50	.....	.....	.....	1	.....	1
New York.....	35c. per 1,000 ems,	40c. per 1,000 ems,	1	.....	.....	.....	1
New York.....	40c. per 1,000 ems,	43c. per 1,000 ems,	1	.....	.....	.....	1

TABLE C — *Wages Before and After Strikes* — (Continued).

PRINTERS — (Continued).

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$3.00, p'ce w'k 3.50.	\$3.00.....	.....	.....	1	.....	1
New York.....	3.10, p'ce w'k 2.75.	43c. per 1,000 ems.	1	.....	.....	.....	1
New York.....	3.00.....	\$3.00.....	.....	.....	1	.....	1
New York.....	2.00, 2.33.....	.....	.....	.....	1	.....	1
New York.....	{ 37 and 40 cts. per 1,000 ems.	{ 43c. per 1,000 ems	1	1
Totals.....			10	22	32

PRINTERS, COLOR AND BLOCK.

Brooklyn.....	{ \$3.65a, 2.00b .. 5.00, 5.84c..... }	1	1
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PRINTERS, TIP.

New York.....	\$2.00.....	1	1
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RAILROAD EMPLOYEES.

Albany.....	\$1.15.....	\$1.15.....	1	1
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ROOFERS, TIN AND SLATE.

Albany.....	\$3.00.....	\$3.00.....	1	1
Albany.....	3.00.....	2.70.....	1	1
Albany.....	2.75, 3.00.....	2.75, 3.00.....	1	1
Albany.....	2.75, 3.00.....	3.00, 3.50.....	1	.....	.....	.....	1
Brooklyn.....	3.00d, 3.50e.....	.....	.....	.....	1	.....	1
Brooklyn.....	2.75, 3.50.....	2.75, 3.50.....	.....	.....	3	.....	3
Brooklyn.....	2.75.....	2.75d, 3.50e.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	3.50.....	2	.....	.....	.....	2
Brooklyn.....	1.50, 2.00.....	.....	.....	.....	1	.....	1
Brooklyn.....	2.50, 3.00.....	2.75, 3.50.....	1	.....	.....	.....	1
Brooklyn.....	3.00.....	.....	.....	.....	1	.....	1
New York.....	2.75.....	2.75.....	.....	.....	2	.....	2
New York.....	3.50.....	3.50.....	.....	.....	1	.....	1
New York.....	3.50.....	.....	.....	.....	1	.....	1
New York.....	2.25, 2.75.....	2.75.....	1	.....	.....	.....	1
New York.....	2.50, 2.75.....	2.75.....	1	.....	.....	.....	1
New York.....	2.00, 2.75.....	1	1
New York.....	2.75d, 3.75e.....	1	1
Totals.....			7	1	14	22

SALT BOILERS.

Syracuse.....	\$2.00.....	\$2.12.....	1	1
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SASH, BLIND AND DOOR MAKERS.

Albany.....	\$2.50, 2.80, 3.00	1	1
Brooklyn.....	2.50, 2.75.....	\$2.50, 2.75.....	1	1
Brooklyn.....	2.50.....	2.50.....	.....	.....	2	.....	2
Brooklyn.....	2.75.....	2.75.....	.....	.....	1	.....	1
Brooklyn.....	2.00, 3.50.....	2.00, 3.50.....	.....	.....	1	.....	1
Brooklyn.....	.83, 3.00.....	.83, 3.00.....	.....	.....	1	.....	1
Brooklyn.....	2.50, 3.50.....	.....	.....	.....	1	.....	1
Totals.....			.....	.....	8	.....	8

a Pressmen.

b Feeders.

c Engravers.

d Inside.

e Outside.

TABLE C—*Wages Before and After Strikes*—(Continued).

SATCHELS AND TRAVELING BAGS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$2.25, 2.50.....	\$2.25, 2.50.....	....	....	1	..	1

SHIRT MAKERS.

Greenwich.....	\$1.00.....	.....	....	....	1	....	1
New York.....	3.25.....	.....	....	....	1	....	1
Totals.....	.....	.....	....	....	2	....	2

SILK RIBBON WEAVERS.

New York.....	\$2.50.....	\$2.50.....	....	....	2	....	2
New York.....	2.50.....	2.60.....	1	....	..	....	1
New York.....	3.00, 6.00a.....	3.00, 6.00.....	....	....	1	....	1
New York.....	2.50, 3.00.....	2.50, 3.00.....	....	....	1	....	1
New York.....	2.50, 4.00.....	2.50, 4.00.....	1	....	..	....	1
New York.....	3.33, 3.66.....	3.33, 3.66.....	....	....	1	....	1
Totals.....	.....	.....	2	....	5	....	7

SHIP CARPENTERS.

Buffalo.....	\$2.75.....	\$2.75.....	....	....	1	....	1
Newburgh.....	2.50.....	2.50.....	....	....	1	....	1
Totals.....	.....	.....	....	....	2	....	2

SILVERSMITHS.

New York.....	\$3.00, 3.50.....	.....	....	....	1	....	1
New York.....	3.00.....	\$3.00.....	....	....	1	....	1
New York.....	2.00, 6.00.....	2.00, 6.00.....	....	....	1	....	1
New York.....	1.50, 4.25.....	.....	....	....	1	....	1
Totals.....	.....	.....	....	....	4	....	4

SHOE MAKERS.

Brooklyn.....	\$2.50, 4.00.....	.....	....	....	1	....	1
Brooklyn.....	2.00.....	.....	....	....	1	....	1
New York.....	2.00.....	.....	....	....	1	....	1
New York.....	Union.....	Union.....	....	....	1	....	1
New York.....	\$2.50.....	.....	....	....	1	....	1
New York.....	3.00.....	.....	....	....	1	....	1
Port Jervis.....	.52, 3.50.....	.....	....	....	1	....	1
Rochester.....	3.00.....	\$3.00.....	....	....	1	....	1
Totals.....	.....	.....	....	....	8	....	8

a Piece work

TABLE C—Wages Before and After Strikes—(Continued).

SKYLIGHT AND CORNICE MAKERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$2.75.....	\$2.75.....	.....	.....	23.....	.....	23
New York.....	2.50.....	2.75.....	8.....	.....	.....	.....	8
New York.....	3.00.....	2.75, 3.00.....	.....	2.....	.....	.....	2
New York.....	2.75.....	.....	.....	.....	4.....	.....	4
New York.....	2.50.....	2.75, 3.00.....	2.....	.....	.....	.....	2
New York.....	3.00.....	3.00.....	.....	.....	2.....	.....	2
New York.....	2.00, 2.75.....	2.75.....	1.....	.....	.....	.....	1
New York.....	3.50.....	3.50.....	.....	.....	1.....	.....	1
New York.....	2.25.....	2.75, 3.50.....	1.....	.....	.....	.....	1
New York.....	2.75, 3.00.....	3.00.....	1.....	.....	.....	.....	1
New York.....	2.50, 3.00.....	2.75.....	.....	.....	1.....	.....	1
New York.....	2.00, 2.50.....	2.75.....	.....	.....	.....	.....	.....
New York.....	1.50, 2.00.....	2.75.....	1.....	.....	.....	.....	1
New York.....	2.25, 2.50.....	2.75.....	1.....	.....	.....	.....	1
New York.....	2.25.....	2.75.....	1.....	.....	.....	.....	1
New York.....	2.25, 2.50.....	2.25.....	.....	1.....	.....	.....	1
New York.....	2.75, 3.00, 3.25.....	2.75, 3.00, 3.25.....	.....	.....	1.....	.....	1
New York.....	2.75, 3.00.....	2.75, 3.00.....	.....	.....	1.....	.....	1
New York.....	2.75, 3.25.....	2.75, 3.25.....	1.....	1
New York.....	2.75, 3.00, 3.50.....	1.....	1
Totals.....	17.....	3.....	35.....	55

STAGE DRIVERS.

New York.....	\$2.00.....	1.....	1
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STAIR BUILDERS.

New York.....	\$3.50.....	1.....	1
New York.....	3.50.....	\$3.50.....	1.....	1
Totals.....	2.....	2

STEAM FITTERS.

New York.....	\$3.50.....	1.....	1
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STONECUTTERS.

Rochester.....	\$3.00.....	\$3.00.....	1.....	1
Rochester.....	2.50, 3.00.....	2.50, 3.00.....	3.....	3
Rochester.....	2.75.....	3.00.....	1.....	1
Rochester.....	2.25, 2.70.....	2.25, 2.70.....	.....	.....	1.....	.....	1
Totals.....	.....	.....	1.....	.....	5.....	.....	6

STONECUTTERS, GRANITE.

Brooklyn.....	\$2.50.....	\$2.75, 3.25.....	4.....	.....	.....	.....	4
Brooklyn.....	2.50, 3.00.....	2.75, 3.25.....	3.....	.....	.....	.....	3
Brooklyn.....	2.50.....	3.00.....	1.....	.....	.....	.....	1
Brooklyn.....	3.00.....	3.00.....	.....	.....	1.....	.....	1
Brooklyn.....	2.50, 3.25.....	2.75, 3.25.....	1.....	.....	.....	.....	1
Brooklyn.....	2.25, 3.00.....	2.75, 3.25.....	2.....	.....	.....	.....	2
Brooklyn.....	2.00, 3.00.....	2.75, 3.25.....	1.....	.....	.....	.....	1
New York.....	4.50.....	.....	.....	.....	1.....	.....	1
Totals.....	.....	.....	12.....	.....	2.....	.....	14

TABLE C—*Wages Before and After Strikes*—(Continued).

STOREMEN.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
Brooklyn	\$2.50.	\$2.50.	.....	.....	2	.....	2
New York	2.50.	2.50.	4	4
New York	2.50.		2	2
Totals.....			8	8

SURGICAL INSTRUMENT MAKERS.

New York	\$2.25.	\$2.25.	1	1
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SUSPENDER MAKERS.

New York	\$2.45.	\$2.45.	1	1
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TAILORS.

Brooklyn	\$2.00.	\$2.00.	3	3
Brooklyn	2.00.		1	1
Totals.....			4	4

TANNERS.

Hornellsville	\$1.50, 2.16	\$1.33, 2.00	1	1
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TERRA COTTA WORKERS.

New York	\$2.00.	\$2.35.	1	1
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TILE LAYERS.

New York	\$2.00, 3.50	\$2.75.	1	1
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TIN CAN MAKERS.

Long Island City	\$2.00.		1	1
New York	2.00.	\$2.00.	1	1
Totals.....			2	2

TINWARE (STAMPED).

Brooklyn	\$1.50.		1	1
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UNDERWEAR MAKERS.

Brooklyn.....	\$0.83.	\$1.00.	1	1
Brooklyn.....	1.00.	1.00.	1	1
Totals.....			1	1	2

TABLE C—Wages Before and After Strikes—(Continued).

VARNISHERS.

LOCATION.	Before strike.	After strike.	Number of establishments reporting an increase.	Number reporting a decrease.	Number reporting no change.	Number failing to report.	Total number affected.
	Per day.	Per day.					
New York.....	\$2.50.....	\$2.50.....	.....	.....	2.....	.....	2
New York.....	2.25 <i>a</i>	2.25 <i>d</i> , 2.50 <i>e</i>	1.....	.....	.....	.....	1
New York.....	2.29.....	1.66, 2.50.....	.....	1.....	.....	.....	1
New York.....	2.00.....	2.25.....	1.....	.....	.....	.....	1
New York.....	2.16, 2.33.....	2.33, 2.50.....	1.....	.....	.....	.....	1
New York.....	2.00.....	2.25.....	1.....	.....	.....	.....	1
Totals.....	.....	.....	4.....	1.....	2.....	.....	7

VASELINE WORKERS.

New York.....	{ \$1.50, 3.00 <i>b</i>..... }	.....	.....	.....	1.....	.....	1
	{ 0.58, 1.16 <i>c</i>..... }	.....	.....	.....	.....	.....	.....

WAITERS.

Brooklyn.....	\$2.50.....	\$2.50.....	.....	.....	1.....	.....	1
Brooklyn.....	2.50, 3.00.....	2.50, 3.00.....	.....	.....	1.....	.....	1
New York.....	2.50.....	2.50.....	.....	.....	2.....	.....	2
New York.....	2.00.....	3.....	3
New York.....	1.16.....	1.16.....	1.....	1
Totals.....	8.....	8

WATCH CASE MAKERS.

New York.....	\$2.00.....	1.....	1
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WEIGHERS.

New York.....	\$3.00.....	1.....	1
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WIRE WORKERS.

New York.....	\$1.66.....	1.....	1
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WOOD CARVERS.

Brooklyn.....	\$2.50.....	\$2.50.....	1.....	1
Brooklyn.....	2.50.....	2.88.....	2.....	2
New York.....	2.50.....	2.50.....	4.....	4
New York.....	1.50, 2.75.....	1.50, 2.75.....	1.....	1
New York.....	2.50.....	2.88 <i>f</i> , 5.67 <i>g</i>	1.....	.....	.....	.....	1
New York.....	2.50.....	2.88 <i>f</i>	1.....	.....	.....	.....	1
Port Chester.....	2.50.....	.....	.....	.....	1.....	.....	1
Totals.....	.....	.....	4.....	.....	7.....	.....	11

WOOD WORKERS.

Brooklyn.....	\$3.00.....	\$3.00.....	.....	.....	1.....	.....	1
New York.....	2.66, 3.33.....	2.83, 3.50.....	1.....	.....	.....	.....	1
New York.....	2.50, 3.00.....	2.50, 3.00.....	.....	.....	1.....	.....	1
Totals.....	.....	.....	1.....	.....	2.....	.....	3

a Outside and inside. *b* For men. *c* For girls. *d* Inside. *e* Outside.
f Lowest. *g* Highest.

SUMMARY OF TABLE OF STRIKES FOR WAGES BY TRADES.

TRADE OR INDUSTRY.	Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.
Axe makers	1	1	1	1
Artificial stone masons	1	1	1	1
Bakers	2	30	32	32
Barbers	1	12	12	12
Bartenders	1	1	1	1
Blacksmiths' helpers	1	2	3	3
Boiler makers	1	1	1	1
Book binders	2	7	9	9
Brass workers	1	13	13	13
Brewers, ale	5	4	9	9
Brewers, lager beer	11	4	15	15
Bricklayers	2	30	35	35
Brick makers	2	13	15	15
Brush makers	1	1	1	1
Butchers, beef	1	2	2	2
Butchers, calf	5	5	15	15
Butchers, hog	2	2	2	2
Car builders	1	2	3	3
Car employees	1	2	3	3
Carpenters	74	2	65	141
Carpet workers	1	2	3	3
Cartmen	2	2	2	2
Cement laborers	2	1	3	3
Cement makers	2	1	3	3
Chemical workers	1	1	1	1
Cigarette makers	1	3	3	3
Cigar makers	3	1	13	17
Clothing cutters	1	1	1	1
Coachmen	3	2	5	5
Coal handlers	1	17	17	17
Collar makers	1	1	1	1
Color mixers	1	1	1	1
Coopers	10	1	10	21
Coppersmiths	10	7	17	17
Derrickmen	1	2	2	2
Engineers	1	1	1	1
File makers	1	1	2	2
Fire extinguishing makers	1	1	1	1
Firemen	1	1	1	1
Flour mill hands	1	1	1	1
Framers	47	7	54	54
Furniture workers	4	6	10	10
Glass workers	5	5	10	10
Gold beaters	2	2	2	2
Grain handlers	4	4	4	4
Grave diggers	3	3	3	3
Hat and cap makers	2	2	2	2
Hod carriers	9	4	13	13
Horseshoers	39	22	61	61
Housesmiths	1	1	2	2
Ice workers	6	4	10	10
Iron workers	6	17	23	23
Knit goods	5	6	6	6
Laborers	13	13	18	18
Lathers	1	2	2	2
Leather dressers	2	2	2	2
Locksmith and railing makers	2	2	2	2
Longshoremen	4	18	58	80
Lumber handlers	1	3	4	4
Machinists	1	5	6	6
Maltsters	1	1	2	2
Marble workers	3	3	3	3
Messengers	4	4	4	4
Newspaper mailers, folders, etc.	1	1	1	1
Oil-cloth workers	2	2	2	2
Oil refiners	1	1	1	1
Painters	23	4	11	38

SUMMARY OF TABLE OF STRIKES FOR WAGES BY TRADES — (Continued).

TRADE OR INDUSTRY.	Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.
Paper bag makers .....	.....	.....	1	1
Paper box makers .....	.....	.....	1	1
Paper hangers .....	.....	.....	1	1
Paper makers .....	.....	.....	1	1
Paper rulers	36	2	5	43
Pattern makers .....	.....	.....	1	1
Pavers	1	.....	1	2
Photo-engravers .....	.....	.....	1	1
Piano makers	2	.....	1	3
Plumbers	1	2	51	54
Press feeders	5	1	2	8
Pressman	1	.....	4	5
Printers	10	.....	22	32
Printers, color and block .....	.....	.....	1	1
Printers, tip .....	.....	.....	1	1
Railroad employés .....	.....	.....	1	1
Roofers, tin and slate	7	1	14	22
Salt boilers	1	.....	.....	1
Sash, blind and door makers .....	.....	.....	8	8
Satchels and traveling bags .....	.....	.....	1	1
Shirt makers .....	.....	.....	2	2
Silk ribbon weavers	2	.....	5	7
Ship carpenters .....	.....	.....	2	2
Silversmiths .....	.....	.....	4	4
Shoemakers .....	.....	.....	8	8
Skylight and cornice makers	17	3	35	55
Stage drivers .....	.....	.....	1	1
Stair builders .....	.....	.....	2	2
Steam fitters .....	.....	.....	1	1
Stonecutters	1	.....	5	6
Stonecutters, granite	12	.....	2	14
Storemen .....	.....	.....	8	8
Surgical instrument makers .....	.....	.....	1	1
Suspender makers .....	.....	.....	1	1
Tailors .....	.....	.....	4	4
Tanners .....	.....	1	.....	1
Terra cotta workers	1	.....	.....	1
Tile layers .....	.....	.....	1	1
Tin can makers .....	.....	.....	2	2
Tinware (stamped) .....	.....	.....	1	1
Underwear makers	1	.....	1	2
Varnishers	4	1	2	7
Vaseline workers .....	.....	.....	1	1
Waiters .....	.....	.....	8	8
Watch case makers .....	.....	.....	1	1
Weighers .....	.....	.....	1	1
Wire workers .....	.....	.....	1	1
Wood carvers	4	.....	7	11
Wood workers	1	.....	2	3
Totals	399	51	674	1,124
Totals for 1886	596	15	146	991
Totals for 1886 and 1887	995	66	820	2,115

HOURS BEFORE AND AFTER STRIKES.

One of the salient topics of modern trade agitation is the length of the working day. Many workers can recall the time, when in most trades, twelve hours was a short day, six till six, while in very many others fifteen hours was not enough to satisfy the cupidity of capital, and in some there were no hours at all — work begun must be finished. In two or three trades (bakers, barbers and waiters, for instance) there are still some specimens extant of this last and worst position, but happily they are dying out.

Short hours has been the ground of sharp contest in latter years, and in most constructive trades nine or ten hours are an established rule, although the agitation has not quite subsided, and in trades where machinery has to be tended and great industrial operations carried on, the shifts are apt to be necessarily uncertain. In the baker's trade great progress has been made, as is shown by the following table. Out of 910 inquiries regarding strikes, in which the question of hours of labor was involved in that number of establishments, 755 report no further change this year, while 133 report a decrease and twenty-two report an increase either to the normal standard or under special conditions. One hundred and eighty-four persons obtained employment through the reduction of hours. In the year 1886, out of 256 strikes for reduction of hours, seventy-four were successful and 182 were lost. One thousand and eighty-three additional persons secured employment through the successful strikes. The great difference between the figures of 1886 and 1887 are due to the fact that in the former year strikes for shorter hours were more frequent and in greater proportion than in the latter one. This is especially true of the building trades in New York and Brooklyn, in which large numbers of men are employed.

TABLE D.

Hours Before and After Strike.

AXE MAKERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Cohoes.....	9.....	.....	Short hrs.	.....	.....	.....	1	1	.....

BAKERS.

Brooklyn.....	12.....	12.....	14.....	14.....	.....	.....	1	1	.....
Brooklyn.....	12.....	.....	12.....	.....	.....	.....	1	1	.....
New York.....	12.....	.....	14.....	14.....	.....	.....	2	2	.....
New York.....	.....	11.....	.....	5.....	.....	.....	1	1	.....
New York.....	Irregular	Irregular	Irregular	Irregular	.....	.....	1	1	.....
New York.....	11, 12 ave.	11, 12 ave.	.....	.....	.....	.....	1	1	.....
New York.....	.....	11 ave'age	.....	13.....	.....	.....	1	1	.....
New York.....	12.....	11.....	12.....	11.....	.....	1	.....	1	.....
New York.....	14, 16	.....	18.....	.....	.....	.....	1	1	.....
New York.....	12, 14	12, 14	14, 16	14, 16	.....	.....	1	1	.....
New York.....	12.....	12.....	14, 15	14, 15	.....	.....	1	1	.....
Totals.....	.....	.....	.....	.....	.....	1	11	12	.....

BARBERS.

New York.....	.....	13.....	.....	15.....	.....	.....	1	1	.....
New York.....	13.....	13.....	16.....	16.....	1	1
New York.....	12.....	12.....	15*	1	1
Totals.....	3	3

BLACKSMITHS' HELPERS.

Brooklyn.....	10.....	5.....	10.....	5.....	1	1	9
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BOILER MAKERS.

New York.....	10.....	10.....	9.....	9.....	1	1
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BOOKBINDERS.

New York.....	10.....	10.....	9.....	9.....	10	10
New York.....	10.....	10.....	10.....	10.....	1	1
Totals.....	11	11

BRASS WORKERS.

Brooklyn.....	10.....	10.....	5.....	9.....	3	.....	.....	3	.....
New York.....	10.....	10.....	8½.....	8½.....	.....	.....	1	1	.....
New York.....	10.....	10.....	9.....	6.....	.....	1	.....	.....	3
New York.....	10.....	10.....	9.....	9.....	.....	.....	2	2	.....
New York.....	10.....	10.....	5.....	5.....	.....	.....	1	1	.....
New York.....	10.....	10.....	5.....	9.....	4	.....	.....	4	.....
New York.....	10.....	9.....	10.....	9.....	.....	1	.....	1	32
Yonkers.....	10.....	10.....	9.....	.....	.....	.....	1	1	.....
Totals.....	.....	.....	.....	.....	7	2	5	14	35

* Sunday until 3 P. M.

TABLE D—Hours Before and After Strike—(Continued).

BREWERS, ALE.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Albany	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Albany	14.....	14.....	14.....	14.....	.....	.....	1	1	.....
Albany	Irregular	10.....	Irregular	10.....	.....	.....	1	1	.....
Albany	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Troy	10.....	10.....	10.....	5 Sunday.	.....	.....	1	1	.....
Troy	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Troy	Irregular	10.....	10.....	10.....	.....	.....	1	1	.....
Troy	10, 12	10.....	10, 12	10.....	.....	1	.....	1	2
Totals .....	.....	.....	.....	.....	.....	1	7	8	2

BREWERS, LAGER BEER.

Buffalo	10, 12	10.....	10, 12	10.....	.....	1	.....	1	.....
Buffalo	14.....	10.....	14.....	10.....	.....	1	.....	1	4
Buffalo	Irregular	10.....	Irregular	10.....	.....	1	1	1	.....
Buffalo	10, 11	10.....	10.....	10.....	.....	1	.....	1	.....
Buffalo	10.....	10.....	10.....	10.....	.....	2	1	1	.....
Buffalo	12.....	10.....	12.....	10.....	.....	2	.....	2	3
Buffalo	11.....	10.....	11.....	10.....	.....	3	.....	3	5
Troy	12, 14	{ 10 winter 12 sum'r. }	{ 13..... 11..... }	{ 11 winter 12 sum'r. }	.....	1	.....	1	16
Troy	13.....	11.....	13.....	11.....	.....	1	.....	1	2
Troy	10.....	10.....	10.....	10.....	.....	1	.....	1	.....
Totals .....	.....	.....	.....	.....	.....	10	3	13	30

BRICK LAYERS.

Albany	9.....	9.....	9.....	9.....	.....	2	.....	2	.....
Albany	9.....	9.....	8.....	9.....	1	.....	.....	1	.....
Albany	9.....	9.....	8.....	8.....	.....	1	.....	1	.....
New York	9.....	9.....	8.....	8.....	.....	.....	1	1	.....
Rochester	9.....	9.....	9.....	9.....	.....	22	22	.....	.....
Rochester	10.....	9.....	9.....	9.....	.....	2	.....	2	3
Rochester	9.....	9, 10.....	9.....	9.....	2	.....	.....	2	.....
Rochester	9.....	.....	.....	.....	.....	1	.....	1	.....
Rochester	10.....	10.....	10.....	10.....	.....	1	.....	1	.....
Rochester	9.....	10.....	9.....	.....	1	.....	.....	1	.....
Totals .....	.....	.....	.....	.....	4	2	28	34	3

BRICK MAKERS.

Cornwall	9.....	9.....	8.....	8.....	.....	1	.....	1	.....
Kingston	10.....	.....	.....	.....	.....	1	.....	1	.....
Kingston	10, 11	10, 11	10, 11	10, 11 .....	.....	1	.....	1	.....
Kingston	10.....	10.....	10.....	10.....	.....	2	2	.....	.....
Kingston	11, 12	11, 12	11, 12	11, 12 .....	.....	1	1	.....	.....
New York	10.....	10.....	9.....	9.....	.....	1	1	.....	.....
New York	11.....	11.....	11.....	11.....	.....	2	2	.....	.....
Port Ewen	10, 12	10, 12	10, 12	10, 12 .....	.....	1	1	.....	.....
Port Ewen	11.....	11.....	11.....	11.....	1	1
Verplanck	11.....	9.....	1	1
Totals	12	12

BRUSH MAKERS.

New York	10.....	10.....	8½.....	1	1
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TABLE D—Hours Before and After Strike—(Continued).

BUTCHERS, BEEF.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
New York	Irregular	Irregular	.....	.....	.....	.....	1	1	.....

BUTCHERS, CATTLE.

New York	9.....	9.....	None....	None....	.....	.....	1	1	.....
New York	Various.	Various.	None....	None....	.....	.....	7	7	.....
New York	Various.	Various.	1.....	1.....	.....	.....	1	1	.....
New York	8.....	8.....	None....	None....	.....	.....	1	1	.....
New York .....	.....	.....	None....	None....	.....	.....	1	1	.....
New York	10.....	10.....	None....	None....	.....	.....	1	1	.....
New York	10, 14	.....	10, 14	None....	.....	.....	1	1	.....
New York	7, 8.....	7, 8.....	None....	None....	.....	.....	1	1	.....
Totals .....	.....	.....	.....	.....	.....	.....	14	14	.....

BUTCHERS, HOG.

New York	8.....	.....	None....	None....	.....	.....	1	1	.....
New York	Irregular	Irregular	Irregular	Irregular	1	1
Totals	2	2

CAR BUILDERS.

New York	10.....	10.....	8.....	8.....	1	1
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CAR EMPLOYEES.

Brooklyn	12.....	12.....	12.....	12.....	2	2
Rochester	12.....	12.....	12.....	12.....	1	1
Totals	3	3

CARPENTERS.

Albany	9.....	9.....	8.....	8.....	.....	.....	6	6	.....
Albany	9.....	.....	8.....	.....	.....	.....	1	1	.....
Albany	9.....	.....	.....	.....	.....	.....	1	1	.....
Albany	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Albany	9.....	10.....	8.....	10.....	1	.....	1	1	.....
Albany	9.....	9.....	9.....	8.....	1	.....	1	1	.....
Brooklyn	9.....	9.....	8.....	8.....	.....	49	49	.....	.....
Brooklyn	10.....	9.....	8.....	8.....	8	.....	8	.....	6
Brooklyn	10.....	10.....	9.....	8.....	1	.....	1	.....	.....
Brooklyn .....	.....	.....	8.....	8.....	2	.....	2	.....	.....
Brooklyn	9.....	9.....	8.....	8.....	1	.....	1	.....	.....
Brooklyn	9.....	9.....	9.....	9.....	.....	.....	1	1	.....
Brooklyn	9.....	.....	8.....	.....	2	.....	2	.....	.....
Brooklyn	10.....	10.....	{ 6 sum'er	{ 6 sum'er	.....	.....	1	1	.....
Brooklyn .....	.....	.....	{ 8 winter.	{ 8 winter.	.....	.....	1	1	.....
Brooklyn	8.....	8.....	7.....	7.....	.....	.....	1	1	.....
Brooklyn	9.....	9.....	8.....	8.....	.....	.....	1	1	.....
Brooklyn	10.....	9.....	8.....	8.....	1	.....	1	.....	1
Brooklyn .....	.....	9.....	8.....	.....	.....	.....	1	1	.....
Newburgh	10.....	9.....	.....	.....	1	.....	1	.....	.....
Newburgh	10 a	9.....	9 a	9.....	10	.....	10	.....	4
Newburgh	10.....	10.....	9 a	9.....	2	.....	2	.....	.....

a Three firms work ten minutes overtime daily to compensate for extra hour on Saturday.

TABLE D—Hours Before and After Strike—(Continued).

CARPENTERS—(Continued).

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Newburgh.....	10 <i>a</i>						1	1	
Newburgh.....		9.....					1	1	
Newburgh.....	10.....	9.....	10.....	9.....		2		2	
New York.....	9.....	9.....	8.....	8.....			7	7	
New York.....	9½.....	9½.....	5½.....	5½.....			1	1	
New York.....	9.....	8.....	9.....	8.....		2		2	9
Rochester.....	10.....		10.....				1	1	
Rochester.....	10.....	10 <i>b</i>	10.....	9.....		12		12	8
Rochester.....	10.....	10 <i>c</i>	9.....	9.....		3		3	
Rochester.....	10.....	9.....	10.....	9.....		1		1	11
Rochester.....	10.....		10.....	9.....		1		1	
Rochester.....	10.....		8.....	8.....		1		1	
Totals.....					2	46	78	126	39

CARPET WORKERS.

New York.....	10.....	10.....	7½.....	7½.....			3	3	
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CARTMEN.

Brooklyn.....	10.....	10.....	10.....	10.....			1	1	
New York.....	10.....	10.....	10.....	10.....			1	1	
Totals.....							2	2	

CEMENT MAKERS.

Akron.....	10.....	10.....	10.....				2	2	
New York.....	10.....	10.....	9.....	9.....			1	1	
Rondout.....	10.....		10.....				1	1	
Totals.....							4	4	

CHEMICAL WORKERS.

New York.....	10, 12.....	10, 12.....	10, 12.....				1	1	
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CIGAR MAKERS.

Cigarville.....	8.....	10.....	8.....	8.....	1			1	
Kingston.....	8.....	8.....	8.....	8.....			1	1	
New York.....	8.....	8.....	6.....	4.....		1		1	
New York.....	8.....	8.....	4.....	4.....			1	1	
New York.....	8.....	8.....	5.....	5.....			2	2	
New York.....	8.....	8.....	None.....	None.....			1	1	
New York.....	Optional.	Optional.	Optional.	Optional.			1	1	
New York.....	10.....	10.....	8.....	8.....			1	1	
New York.....	8.....		6.....	1.....			1	1	
New York.....	8.....	8.....	8.....	8.....			1	1	
New York.....	8.....	8.....	6.....	6.....			1	1	
Totals.....					1	1	10	12	

a Paid by hour, consequently number of hours optional. *b* Seven firms report hours of labor to be nine hours after November 1, 1887. *c* One firm reports hours of labor to be nine hours after November 1, 1887.

TABLE D — *Hours Before and After Strike* — (Continued).

CIGARETTE MAKERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
New York.....	9.....	9.....	7.....	7.....	1	1

CLOTHING CUTTERS.

New York.....	9½.....	4½.....	1	1
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COACHMEN.

Brooklyn.....	Irregular.	Irregular.	Irregular.	Irregular.	1	1
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COAL HANDLERS.

Albany.....	10.....	10.....	10.....	10.....	1	1
Brooklyn.....	11	11
Brooklyn.....	10.....	10.....	2	2
Brooklyn.....	10.....	10.....	1	1
New York.....	10.....	10.....	10.....	10.....	2	2
New York.....	10.....	10.....	10.....	7	7
Totals.....	24	24

COLLAR MAKERS.

Troy.....	9 1-6.....	9 1-6.....	9 1-6.....	9 1-6.....	1	1
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COLOR MIXERS (PAINTS).

New York.....	10.....	10.....	10.....	10.....	1	1
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COOPERS.

Brooklyn.....	10.....	10.....	9.....	1	1
Buffalo.....	10.....	10.....	10.....	10.....	2	2
Buffalo.....	10.....	10.....	2	2
Buffalo.....	10.....	10.....	10.....	1	1
Buffalo.....	10.....	.....	.....	.....	.....	.....	1	1	.....
Buffalo.....	9, 10.....	9, 10.....	.....	.....	.....	.....	1	1	.....
Buffalo.....	10.....	10.....	Optional,	.....	.....	.....	1	1	.....
Buffalo.....	10.....	.....	7.....	.....	.....	.....	1	1	.....
Lockport.....	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
New York.....	10.....	10.....	10.....	10.....	.....	.....	3	3	.....
New York.....	10.....	10.....	9.....	9.....	.....	.....	1	1	.....
Oswego.....	10.....	10.....	5.....	.....	.....	.....	1	1	.....
Totals.....	.....	.....	.....	.....	.....	.....	16	16	.....

COPPERSMITHS.

Brooklyn.....	10.....	9.....	9.....	9.....	.....	1	.....	1	.....
Brooklyn.....	10.....	9.....	9.....	8.....	.....	2	.....	2	.....
Brooklyn.....	10.....	10.....	9.....	10.....	.....	1	.....	1	.....
Brooklyn.....	10.....	10.....	9.....	9.....	.....	.....	1	1	.....
New York.....	10.....	9.....	8½.....	8.....	.....	1	.....	1	.....
New York.....	10.....	10.....	9.....	9.....	.....	.....	1	1	.....
New York.....	10.....	9.....	9½.....	8.....	.....	1	.....	1	.....
New York.....	10.....	9.....	9.....	8.....	.....	5	.....	5	.....
New York.....	10.....	9, 8.....	9.....	8.....	.....	1	.....	1	.....
Totals.....	.....	.....	.....	.....	.....	1	11	2	14

TABLE D—Hours Before and After Strike—(Continued).

DERRICKMEN.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
New York	8.....	8.....					2	2	

ENGINEERS.

Brooklyn	9½.....						1	1	
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FILE MAKERS.

Brooklyn	10.....	10.....	8.....				1	1	
Brooklyn	8.....		6.....				1	1	
Totals							2	2	

FIRE EXTINGUISHER MAKERS.

New York	10.....	10.....	6.....	6.....			1	1	
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FLOUR MILL.

New York	10.....	10.....	9½.....	9½.....			1	1	
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FRAMERS.

Brooklyn	9.....	9.....	8.....	8.....			12	12	
Brooklyn	10.....	9.....	8.....	8.....		4		4	5
Brooklyn	10.....	10.....	8.....	8.....			2	2	
Brooklyn	10.....	9.....	9.....	8.....		1		1	
Totals						5	14	19	5

FURNITURE MAKERS.

New York	9.....	9.....	8.....	8.....	Close at 1 in sum'r }		1	1	
New York	10.....		8.....			1		1	
New York	10.....	9.....				1		1	
New York	9.....	6.....	9.....	8.....		1		1	
Port Chester	10.....	10.....	8.....	6.....		1		1	2
Totals						4	1	5	2

GLASS WORKERS.

Binghamton	9.....	9.....	9.....	9.....			1	1	
Brooklyn	8½.....	8½.....	8½.....	8½.....			2	2	
Clyde	8.....	8.....	8.....	8.....			1	1	
Corning	10.....	10.....	8.....				1	1	
Corning	10.....		9.....				1	1	
Ellenville.....	{ 8 blowers. 10 others. }		9½.....				1	1	
Lockport		10.....	10.....	10.....			1	1	
New York		10.....	9.....				1	1	
New York	10.....	10.....	{ 4½ sum'r, 9 winter. }		7.....	1		1	
Poughkeepsie.....	8½, 9.....	8½, 9.....	8½, 9.....	8½, 9.....			1	1	
Syracuse	10.....	10.....	9.....				1	1	
Totals						1	11	12	

TABLE D — *Hours Before and After Strike* — (Continued).

GOLD BEATERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
New York	10.....	10.....	8.....	8.....	1	1

GRAIN HANDLERS.

New York	Various..	Various..	Various..	Various..	1	1
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GRAVE DIGGERS.

Brooklyn	10.....	1	1
Flatbush	10.....	10.....	10.....	10.....	1	1
Totals	2	2

HAT AND CAP MAKERS.

New York	9½.....	9½.....	8½.....	8½.....	.....	.....	1	1	.....
Yonkers	10a.....	9.....	8½.....	.....	.....	1	.....	1	.....
Totals .....	.....	.....	.....	.....	.....	1	1	2	.....

HOD CARRIERS.

Brooklyn	8.....	9.....	8.....	8.....	.....	.....	1	1	.....
Brooklyn .....	.....	9.....	8.....	8.....	.....	.....	1	1	.....
Cohoes.....	9.....	9.....	8.....	8.....	.....	.....	1	1	.....
Newburgh	10.....	9.....	9.....	.....	.....	1	.....	1	.....
Newburgh	9.....	9.....	9.....	9.....	.....	.....	2	2	.....
Totals .....	.....	.....	.....	.....	.....	1	5	6	.....

HORSESHOERS.

Brooklyn	10.....	10.....	10.....	8, 10.....	.....	1	.....	1	.....
Brooklyn	10.....	.....	9.....	8.....	.....	1	.....	1	.....
Brooklyn	10.....	10.....	8.....	8.....	.....	25	25	.....	.....
Brooklyn	10.....	10.....	10.....	10.....	.....	4	4	.....	.....
Brooklyn	9.....	9.....	9.....	9.....	.....	1	1	.....	.....
Brooklyn	10.....	.....	.....	.....	.....	1	1	.....	.....
Brooklyn	10.....	10.....	Irregular	8.....	.....	1	.....	1	.....
Brooklyn	10.....	10.....	.....	8.....	.....	5	.....	5	.....
Brooklyn	10.....	.....	8.....	.....	.....	2	2	.....	.....
Brooklyn	10.....	.....	9.....	.....	.....	1	1	.....	.....
Brooklyn	10.....	10.....	8.....	.....	.....	2	2	.....	.....
Brooklyn	Irregular	Irregular	Irregular	Irregular	.....	1	1	.....	.....
Brooklyn	10.....	10.....	5.....	5.....	.....	1	1	.....	.....
Brooklyn	10.....	10.....	10.....	10.....	.....	1	1	.....	.....
Buffalo	10.....	10.....	10.....	10.....	.....	3	3	.....	.....
Buffalo	10.....	.....	10.....	.....	.....	2	2	.....	.....
New York	7.....	10.....	7.....	.....	.....	1	.....	1	.....
Totals .....	.....	.....	.....	.....	.....	1	8	44	53

HOUSESMITHS.

New York	9, 10.....	8, 9.....	8, 9.....	7, 8.....	.....	1	.....	1	.....
New York	9.....	9.....	8.....	8.....	.....	.....	1	1	.....
Totals .....	.....	.....	.....	.....	.....	1	1	2	.....

a Ten hours was the rule, but seldom worked more than 7½ to 8.

TABLE D — *Hours Before and After Strike* — (Continued).

ICE WORKERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Catskill	9 average								
New York	9.	9.	9.	9.			1	1	.....
New York	8½.	8½.	8½.	8½.			1	1	.....
New York	10.	10.	10.	10.			1	1	.....
New York	Irregular	Irregular	Irregular	Irregular			4	4	.....
Totals							8	8	.....

IRON WORKERS.

Albany	10.	10.	9.	9.			2	2	.....
Brooklyn	10.	10.	9.	9.			3	3	.....
Brooklyn	10.	10.					1	1	.....
Buffalo	10.	10.	8.	8.			1	1	.....
Crown Point	11.		11.				1	1	.....
Fulton	10.	10.	10.	10.			1	1	.....
Medina	10.		10.				1	1	.....
Medina	10.	10.	10.	10.			1	1	.....
Medina	8.		8.				1	1	.....
New York	10.	10.	9.	9.			2	2	.....
Peekskill	10.	10.	10.	10.			1	1	.....
Totals							15	15	.....

KNIT AND WOOLEN GOODS.

Cohoes	10 2-5.		7½.	5a, 7½e.			1	1	.....
Cohoes	10.			5½.			1	1	.....
Schuylerville	10.	10.	5½.	8¾.			1	1	.....
Troy	10.	10.	8¾.				1	1	.....
Totals							4	4	.....

LABORERS.

Greenbush	10.	10.	10.	10.			1	1	.....
Little Falls	10.	10.	10.	10.			1	1	.....
New York	{ 8½a. }	{ 8½a. }	{ 8½a. }	{ 8½a. }			1	1	.....
New York	{ 9, 10b. }	{ 9, 10b. }	{ 9, 10b. }	{ 9, 10b. }					.....
New York	10.	10.	6.				1	1	.....
Rochester	10.	10.	10c.	10.			4	1	.....
Rochester	9.		9.				1	1	.....
Rochester	9.	9.	9.	9.			1	1	.....
Rochester		10.	9.				1	1	.....
Rochester	10.	10.					1	1
Rochester	9.						1	1
Troy	10.	10.	10.				1	4
Totals							14	14

LATHERS.

New York	9.	9.	8.	8.			1	1
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a Winter.

b Summer.

c One firm nine hours in summer.

d For four months.

e For eight months.

TABLE D—*Hours Before and After Strike—*(Continued).

LEATHER WORKERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Brooklyn	10.....	10.....	9.....	9.....	.....	.....	1	1	.....
Gloversville	10.....	10.....	9.....	9.....	1	1
Totals	2	2

LOCKSMITHS AND RAILING MAKERS.

New York.....	10.....	9.....	9.....	8.....	1	1
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'LONGSHOREMEN.

Brooklyn	10.....	10.....	10.....	10.....	1	1
New York.....	10.....	10.....	10.....	10.....	23	23
New York.....	10.....	10.....	1	1
New York.....	10.....	.....	10.....	10.....	.....	.....	1	1	.....
New York.....	10.....	.....	10.....	10.....	.....	.....	1	1	.....
New York.....	Irregular	Irregular	Irregular	Irregular	.....	.....	15	15	.....
New York.....	10.....	.....	10.....	.....	.....	.....	6	6	.....
New York.....	8.....	8.....	8.....	8.....	.....	.....	4	4	.....
New York.....	9.....	9.....	9.....	.....	.....	.....	1	1	.....
New York.....	9.....	.....	.....	.....	.....	.....	1	1	.....
New York.....	8, 10.....	8, 10.....	8, 10.....	8, 10.....	.....	.....	1	1	.....
New York.....	8, 10.....	.....	.....	.....	.....	.....	1	1	.....
Totals .....	.....	.....	.....	.....	.....	.....	46	46	.....

LUMBER HANDLERS.

Albany	10.....	.....	10.....	.....	.....	.....	1	1	.....
Albany	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Brooklyn	10.....	.....	10.....	.....	.....	.....	1	1	.....
Long Island City.....	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Totals .....	.....	.....	.....	.....	.....	.....	4	4	.....

MACHINISTS.

Brooklyn	10.....	10.....	9.....	.....	.....	.....	1	1	.....
Elmira.....	10.....	.....	.....	.....	.....	.....	1	1	.....
New York.....	10.....	10.....	9.....	9.....	.....	.....	2	2	.....
New York.....	10.....	10.....	8½.....	8½.....	.....	.....	1	1	.....
New York.....	10.....	.....	9.....	.....	.....	.....	1	1	.....
Total.....	.....	.....	.....	.....	.....	.....	6	6	.....

MALTSTERS.

Buffalo.....	12.....	12.....	12.....	12.....	.....	.....	1	1	.....
New York.....	8, 10.....	8, 10.....	10.....	10.....	.....	.....	1	1	.....
Total.....	.....	.....	.....	.....	.....	.....	2	2	.....

MARBLE WORKERS.

New York.....	9.....	9.....	8.....	8.....	.....	.....	2	2	.....
New York.....	10.....	10.....	8.....	8.....	.....	.....	1	1	.....
Total.....	.....	.....	.....	.....	.....	.....	3	3	.....

TABLE D—Hours Before and After Strike—(Continued).

MESSENGERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Albany.....	10.....	10.....	10.....	10.....	.....	.....	1	1	.....
Brooklyn.....	11.....	11.....	11.....	11.....	.....	.....	1	1	.....
New York.....	10.....	10.....	10.....	10.....	1	1
Troy.....	11.....	10.....	10.....	10.....	1	1	1
Total.....	4	4	1

NEWSPAPER MAILERS.

New York.....	10.....	10.....	10.....	10.....	1	1
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OIL CLOTH WORKERS.

Astoria.....	7, 8, 9.....	5½.....	1	1
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OIL REFINERS.

Brooklyn.....	10.....	10.....	10.....	10.....	1	1
New York.....	10.....	10.....	9.....	9.....	1	1
Long Island City.....	10.....	9.....	1	1
Total.....	3	3

PAPER BAG MAKERS.

Ballston.....	10½.....	8½.....	1	1
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PAPER BOX MAKERS.

Cohoes.....	10.....	10.....	8.....	8.....	1	1
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PAPER HANGERS.

New York.....	9.....	1	1
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PAINTERS.

Albany.....	9.....	9.....	1	1
New York.....	9.....	9.....	8.....	8.....	7	7
New York.....	9.....	8.....	8.....	1	1
New York.....	9.....	8.....	1	1
New York.....	9.....	8.....	2	2
New York.....	9.....	8.....	6.....	6.....	.....	.....	1	1	2
New York.....	9.....	8.....	8.....	7½.....	.....	.....	1	1	1
New York.....	10.....	9.....	.....	.....	.....	.....	1	1	4
New York.....	9½.....	9.....	.....	.....	.....	.....	1	1	2
New York.....	10.....	9.....	8.....	8.....	.....	.....	1	1	.....
New York.....	10.....	9.....	8.....	8.....	.....	.....	1	1	1
New York.....	8.....	8.....	7.....	1	1
Troy.....	8.....	8.....	8.....	8.....	3	3
Totals.....	7	15	22

PAPER MAKERS.

Sand Lake.....	12.....	12.....	12.....	12.....	1	1
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TABLE D—Hours Before and After Strike—(Continued).

PAPER RULERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
New York	10.....	10.....	9.....	9.....	.....	.....	37	37	.....
New York	10.....	10.....	5.....	5.....	.....	.....	1	1	.....
New York	10.....	10.....	8.....	8.....	.....	.....	2	2	.....
New York	10.....	10.....	10.....	10.....	1	1
New York	10.....	10.....	6.....	6.....	1	1
Totals	42	42

PATTERN MAKERS.

New York	9.....	9.....	1	1
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PAVERS.

New York	10.....	10.....	9.....	9.....	1	1
New York	9.....	9.....	8.....	8.....	1	1
Totals	2	2

PHOTO-ENGRAVERS.

New York	9.....	9.....	6½.....	6½.....	1	1
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PIANO MAKERS.

New York	10.....	10.....	9.....	9.....	2	2
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PLUMBERS.

New York	9.....	9.....	8.....	8.....	65	65
New York	9.....	8.....	5	5
New York	9.....	9.....	8.....	7	7
New York	9.....	8.....	8.....	1	1
Totals.....	78	78

PRESS FEEDERS.

Brooklyn	10.....	10.....	7.....	9.....	1	.....	1	.....	.....
New York	10.....	10.....	9 a.....	9.....	.....	.....	4	4	.....
New York	10.....	10.....	8.....	.....	.....	.....	1	1	.....
Totals.....	.....	.....	.....	.....	1	.....	5	6	.....

PRESSMEN.

New York	10.....	10.....	9.....	9.....	2	2
New York	10.....	10.....	9.....	1	1
Totals.....	3	3

PRINTERS, COLOR AND BLOCK.

Brooklyn	9.....	5.....	1	1
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a One reports five in summer.

TABLE D—Hours Before and After Strike—(Continued).

PRINTERS, COMPOSITORS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Buffalo.....	10.....		5 a.....				1	1	
New York.....	10.....	10.....	9.....	9.....			14	14	
New York.....	10.....	10.....	9.....				8	8	
New York.....	10.....	10.....	7½.....	7½.....			1	1	
New York.....	10.....	10.....	8.....	8.....			1	1	
New York.....	10.....		9.....				1	1	
New York.....	8.....	9.....	5.....		1			1	
Totals.....					1		26	27	

PRINTERS, TIP.

New York.....	9.....		6.....				1	1	
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RAILROAD EMPLOYEES.

Albany.....	10.....	10.....	10.....				1	1	
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RIVET HEATERS.

Schenectady.....	10.....						1	1	
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ROOFERS.

Albany.....	10.....	9.....	9.....	9.....		3		3	
Albany.....	10.....	9.....	9.....	8.....		1		1	
Brooklyn.....	9.....	9.....	8.....	8.....			5	5	
Brooklyn.....	9.....		8.....				1	1	
Brooklyn.....	10.....	9.....	9.....	8.....		2		2	1
New York.....	9.....	9.....	8.....	8.....			3	3	
New York.....	9.....	9½.....	8.....	5½.....	1			1	
New York.....	10.....	9.....	10.....	8.....		1		1	
Troy.....	10.....	8.....	9.....	8.....		1		1	2
Totals.....					1	8	9	18	3

SASH, DOOR AND BLIND MAKERS.

Albany.....	10.....	10.....	10.....	9.....		1		1	1
Brooklyn.....	10.....	10.....	8.....	8.....			2	2	
Brooklyn.....	10.....	10.....	8.....	7½.....		1		1	
Brooklyn.....	10, 8.....	10, 8.....	8.....	8.....			1	1	
Brooklyn.....	10.....	10.....	8½.....	8½.....			1	1	
Brooklyn.....	10.....	10.....	9.....	9.....			1	1	
Brooklyn.....	10.....		8.....	8.....			1	1	
Totals.....						2	6	8	1

SATCHEL AND TRAVELING BAG MAKERS.

New York.....	10.....	10.....	9.....	7.....		1		1	
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SHIP CARPENTERS.

Buffalo.....	10.....	10.....	10.....	10.....			1	1	
Newburgh.....	10.....	10.....	10.....	10.....			1	1	
Totals.....							2	2	

a In summer.

TABLE D—Hours Before and After Strike—(Continued).

SHIRT MAKERS.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Greenwich	10.	10.	9.	9.			1	1	
New York	9.	9.	7½.				1	1	
New York	9.	9.	None.				1	1	
Totals							3	3	

SHOE MAKERS.

Brooklyn	9½.	9½.	8½.				1	1	
New York	10.	10.	10.	10.			1	1	
New York	9½.	9½.	8.				1	1	
Port Jervis	10.	10.	7, 9.	7, 9.			1	1	
Totals							4	4	

SILK RIBBON WEAVERS.

New York	10.	10.	9.	5.		1		1	9
New York	10.	10.	8.	5.		1		1	
New York	10.	10.	5.	5.			1	1	
New York	9.	9.	7½.	7½.			1	1	
Total						2	2	4	9

SILVERSMITHS.

New York	10.	10.	9.				1	1	
New York	10.	10.	9.					1	
New York	10.	10.	8, 2 mos.	9, 2 mos.	1			1	
New York	10.	10.	9.	9.			1	1	
New York	9½.	9½.	{ 9½ exc. } { sum r. }				1	1	
Total					1		4	5	

SKYLIGHT AND CORNICE MAKERS.

New York	9.	9.	8.	8.		2	49	49	
New York	10.	9.	8.	8.			2	2	2
New York	10.	9.	9.	8.		2		2	5
New York	9.	9.	8.				1	1	
Total						4	50	54	7

STAGE DRIVERS.

New York	12.		12.				1	1	
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STEAM FITTERS.

New York	9.	9.	8.	8.			1	1	
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STONE CUTTERS.

Rochester	10.	9.	10.	9.		3		3	5
Rochester	10.	9.	9.	9.		2		2	7
Rochester	9 or more		9.				1	1	
Total						5	1	6	12

TABLE D—Hours Before and After Strike—(Continued).

STONE CUTTERS, GRANITE.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Brooklyn	10.....	10.....	9.....	8.....	.....	3.....	.....	3.....	.....
Brooklyn	10.....	10.....	8.....	8.....	.....	.....	8.....	8.....	.....
Brooklyn	10.....	10.....	10.....	9.....	.....	1.....	.....	1.....	.....
Brooklyn	10.....	10.....	9.....	8.....	.....	1.....	.....	1.....	.....
Brooklyn	10.....	10.....	8.....	8.....	.....	.....	1.....	1.....	.....
New York	8.....	8.....	8.....	8.....	.....	.....	1.....	1.....	.....
Total .....	.....	.....	.....	.....	.....	5.....	10.....	15.....	.....

STOREMEN.

Brooklyn	10.....	10.....	10.....	.....	.....	1.....	1.....	.....
Brooklyn	10.....	10.....	10.....	.....	.....	1.....	1.....	.....
New York	10.....	10.....	10.....	.....	.....	1.....	1.....	.....
New York	10.....	10.....	10.....	2.....	2.....
New York	8.....	8.....	1.....	1.....
Totals	6.....	6.....

SURGICAL INSTRUMENT MAKERS.

New York	10.....	10.....	9.....	9.....	1.....	1.....
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SUSPENDER MAKERS.

New York	9½.....	9½.....	9.....	9.....	1.....	1.....
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TANNERS.

Hornellsville	10.....	10.....	9.....	1.....	1.....
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TERRA COTTA WORKERS.

New York	9.....	1.....	1.....
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TILE LAYERS.

New York	9.....	8.....	1.....	1.....
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TIN CAN MAKERS.

Long Island City	10.....	10.....	9.....	1.....	1.....
New York	10.....	10.....	9.....	9.....	1.....	1.....
Totals	2.....	2.....

TIN WARE (STAMPED).

Brooklyn	9.....	1.....	1.....
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TORPEDO MAKERS.

Brooklyn	10.....	10.....	10.....	1.....	1.....
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TABLE D—Hours Before and After Strike—(Concluded).

UNDERWEAR.

LOCATION.	Before.	After.	HOURS ON SATURDAY.		Number reporting an increase.	Number reporting a decrease.	Number reporting no change.	Total number affected.	No. obtaining employment through the reduction of hours.
			Before.	After.					
Brooklyn	10.....	10.....	9.....	9.....			2	2	

VARNISHERS.

New York	9.....	9.....	8.....	8.....			2	2	
New York	10.....	10.....	10.....	10.....			1	1	
New York	10.....						1	1	
Totals							4	4	

VASELINE WORKERS.

New York	10.....						1	1	
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WAITERS.

Brooklyn	10.....	10.....	10.....	10.....			1	1	
New York	13.....	13.....	13.....	13.....			1	1	
New York	10.....	10.....					1	1	
New York	Unlimit'd	10, 11	10, 11				1	1	
New York	Unlimit'd						1	1	
Totals							5	5	

WATCH CASE MAKERS.

New York	10.....	10.....	9.....				1	1	
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WATCHERS ELECTRIC LIGHT WORKS.

New York	8.....	12.....	8.....	12.....	1			1	
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WOOD CARVERS.

New York	10.....	10.....	10.....	10.....			1	1	
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WOOD WORKERS.

Brooklyn	9.....	9.....	8.....	8.....			1	1	
New York	10.....	9.....	8.....	8.....			1	1	9
Total.....							1	1	9
Grand totals, 1887.					22	133	755	910	184

SYMPATHETIC STRIKES.

The sympathetic strike is a topic often mentioned in the course of this inquiry. Its motives are various in their specific character, but may be summed up in the one general proposition of an interest common to all wage earners; just as all merchants may have a common interest in some principle, and so give aid and comfort to a particular individual who is engaged in something that touches the general weal, for example, a dispute with the collector of customs or internal revenue.

The strike "to assist" another trade, as it is termed, may be predicated on any cause, ever of sympathy in what seems a case of injustice, though that is rare. Generally it may be presumed that there is some community of interest between the parties. What hurts A, may thus react on Z. The *modus operandi* is frequently that if various trades are engaged in a common business, say in building, the men in one trade strike on a specific grievance confined at first to their own calling, and then the others join in to sustain a general principle. This, of course, puts a pressure on the employer, who might otherwise have been able to get rid of the individual strikers' demand.

These sympathetic strikes form a very important item in the general account; the total loss in wages being \$97,583.60, while the loss to employers is placed at \$36,090. Another instance of the "solidarity" of the workingmen. Whether the loss to employers was absolute or relative, there is no means of knowing. The loss of a day to a mechanic is for the time being absolute. There is no way of doubling up wages for lost time. It is at best an investment for possible future gain.

The following shows the results in detail: Number of persons engaged, 5,220; number losing positions, 650; successful, eighty-three; compromised or partly successful, six; unsuccessful, fifty-six; doubtful, two; pending, one. Total number of establishments affected, 148.

For the year 1886, the results were as follows: Number of persons engaged, 10,905; number who lost positions, 223; loss in wages, \$28,737; loss to employers, \$42,125; successful, twenty-two; compromised or partly successful, four; unsuccessful, thirty-nine; doubtful, twenty-eight; pending, three. Total number of establishments affected, ninety-six.

CAUSE OF STRIKE.	Number engaged in strikes.	Number lost position.	Amount lost in wages.	Total cost to employer.
ARTIFICIAL STONE MASONS.				
To assist cement masons' laborers.....	8	....	\$256 00	.....
BAKERS.				
To assist painters .....				.....
BOILER MAKERS.				
To assist machinists	52	6	3,650 00	.....
BOOK BINDERS.				
To assist paper rulers.....	245	....	2,576 25	.....
BRASS WORKERS.				
To assist molders.....	10	....	150 00	.....
BRICK LAYERS.				
To assist carpenters.....	13	....	50 00	\$15 00
To assist derrickmen.....	40	....	450 00	.....
To assist hod carriers.....				.....
To assist plumbers and painters.....	35	35	140 00	.....
To assist marble workers.....				.....
To assist roofers.....				.....
BRICK YARD EMPLOYEES.				
To assist plumbers	120	100	8,000 00	6,050 00
BUTCHERS (BEEF).				
To assist coal handlers.....	21	....		3,000 00
CARPENTERS.				
To assist electricians.....	100	....	350 00	.....
To assist lathers.....	5	....	20 00	.....
To assist marble workers.....	68	....	1,313 00	.....
To assist marble polishers.....	12	12	150 00	.....
To assist marble cutters and polishers.....	34	30	1,001 00	.....
To assist plumbers	169	....	1,274 88	.....
CARPET WORKERS.				
To assist coal handlers	1,800	....	22,500 00	.....
CARTMEN.				
To assist flour-mill hands	40	....		.....
COOPERS.				
To assist coal handlers.....	163	41	8,800 00	.....
DERRICKMEN.				
To assist plumbers	2	....		.....
To assist stone cutters.....				.....
FRAMERS.				
To assist bricklayers	8	....	26 00	.....
To assist brick handlers	46	46	525 00	.....
To assist laborers.....	168		882 00	.....
To assist plumbers	12	....	84 00	.....
FURNITURE WORKERS.				
To assist varnishers.....	4	4		.....
GRATE SETTERS.				
To assist plumbers	3	....		.....
HOD CARRIERS.				
To assist marble cutters.....				.....
To assist plumbers	57	55	3,200 00	.....

Sympathetic Strikes.

[illegible]

CAUSE OF STRIKE.	Number engaged in strikes.	Number lost position.	Amount lost in wages.	Total cost to employer.
HOUSESMITHS.				
To assist carpenters.....	21	....	\$110 25	.....
To assist laborers.....	9	....	15 75	.....
To assist plumbers.....	34	....	1,300 00	\$225 00
IRON WORKERS.				
To assist machinists.....	123	61	9,520 00	.....
KNIT AND WOOLEN GOODS.				
To assist weavers.....	4	4	555 00	.....
LABORERS.				
To assist plumbers.....	.....	.....	.....	.....
LATHERS.				
To assist carpenters.....	.....	.....	.....	.....
To assist hod carriers.....	.....	.....	.....	.....
To assist marble workers.....	.....	.....	.....	.....
LUMBER HANDLERS.				
To assist longshoremen.....	150	....	4,000 00	1,000 00
MARBLE WORKERS.				
To assist plumbers.....	35	....	1,296 00	.....
OIL WORKERS.				
To assist coal handlers.....	638	41	10,242 31	3,000 00
PAINTERS.				
To assist carpenters.....	5	....	8 75	.....
To assist fresco painters.....	16	....	168 00	.....
To assist marble cutters and carpenters.....	6	6	24 00	.....
To assist marble cutters.....	11	5	241 50	.....
To assist plumbers.....	11	5	420 00	.....
PAPER BOX MAKERS.				
To assist knitting-mill operatives.....	20	....	.....	1,500 00
PAPER HANGERS.				
To assist marble workers.....	10	10	175 00	.....
PAVERS.				
To assist carpenters.....	.....	.....	.....	.....
To assist lathers.....	.....	.....	.....	.....
PEDDLERS.				
To assist suspender weavers.....	50	.....	.....	.....
PLASTERERS.				
To assist marble workers.....	.....	.....	.....	.....
To assist plumbers.....	5	.....	.....	.....
PLUMBERS.				
To assist carpenters.....	19	6	343 00	.....
To assist electric wiremen.....	30	....	210 00	.....
To assist hod carriers.....	.....	.....	.....	.....
To assist house-smiths.....	4	.....	140 00	.....
To assist lathers.....	.....	.....	.....	.....
To assist marble cutters.....	8	6	217 00	.....
To assist painters.....	10	10	35 00	.....
To assist tile layers.....	1	1	.....	.....
PRESS FEEDERS.				
To assist book and job compositors.....	156	20	3,254 43	.....
PRESSMEN.				
To assist book and job compositors.....	102	14	3,640 98	.....

Sympathetic Strikes.

RESULT OF STRIKE.					MODE OF SETTLEMENT.						Number of establishments.
Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settlement.	Abandoned.	
1	1	...	...	1
1	1	...	...	1
2	2	...	...	2
.....	...	1	...	...	...	...	...	...	...	1	1
.....	...	1	...	...	...	...	...	...	...	1	1
1	1	...	...	1
1	1	...	...	1
1	1	...	...	1
.....	...	1	...	...	...	...	...	...	...	1	1
2	...	1	...	...	...	...	...	2	...	1	3
.....	...	4	...	...	...	...	...	...	...	4	4
3	3	...	...	3
1	1	...	...	1
.....	...	1	...	...	...	...	...	...	...	1	1
1	...	1	...	...	...	...	...	1	...	1	2
.....	...	2	...	...	...	...	...	...	...	2	2
.....	...	1	...	...	...	...	...	...	...	1	1
.....	...	1	...	...	...	...	...	...	...	1	1
1	1	...	...	1
1	1	...	...	1
.....	2	...	...	...	...	...	...	2	2
1	1	...	...	1
.....	...	1	...	...	...	...	...	...	...	1	1
a3	...	1	...	...	...	...	...	3	...	1	4
1	1	...	...	1
1	1	...	...	1
1	1	...	...	1
1	1	...	...	1
2	...	1	...	...	...	...	...	2	...	1	3
.....	...	1	...	...	...	...	...	...	...	1	1
.....	...	1	...	...	...	...	...	...	...	1	1
5	1	3	...	...	...	...	1	5	...	3	9
4	1	4	...	...	...	...	1	4	...	4	9

tile layers.

CAUSE OF STRIKE.	Number engaged in strikes.	Number lost position.	Amount lost in wages.	Total cost to employer.
ROOFERS.				
To assist carpenters.....	.....	.....	.....	.....
To assist lathers.....	.....	.....	.....	.....
To assist painters.....	5	5	.....	.....
To assist plasterers.....	.....	.....	.....	.....
To assist plumbers.....	10	.....	\$200 00	\$300 00
To assist plumbers and painters.....	6	6	.....	.....
SHIP CARPENTERS.				
To assist longshoremen.....	.....	.....	.....	.....
SHIP CEILMEN.				
To assist longshoremen and coal handlers.....	300	.....	.....	.....
STAIR BUILDERS.				
To assist plumbers.....	20	.....	.....	.....
To assist plumbers and painters.....	15	15	.....	.....
STEAM FITTERS.				
To assist carpenters.....	.....	.....	.....	.....
To assist marble cutters and polishers.....	5	5	157 50	.....
To assist marble workers.....	.....	.....	.....	.....
To assist plumbers.....	11	.....	400 00	.....
STEREOTYPERS AND ELECTROTYPERS.				
To assist book and job printers.....	18	.....	696 00	.....
TILE LAYERS.				
To assist marble workers.....	14	10	315 00	.....
To assist plumbers.....	12	.....	.....	.....
VASELINE WORKERS.				
To assist coal handlers.....	79	79	3,950 00	15,000 00
WOOD CARVERS.				
To assist cabinet makers.....	12	12	550 00	.....
Totals for 1887.....	5,220	650	\$97,583 60	\$36,090 00
Totals for 1886.....	10,905	223	28,737 00	42,125 00
Totals for 1886 and 1887.....	16,125	873	\$126,320 60	\$78,215 00

Sympathetic Strikes.

RESULT OF STRIKE.					MODE OF SETTLEMENT.						Number of establishments.
Successful.	Compromised.	Unsuccessful.	Doubtful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settlement.	Abandoned.	
1	1	.....	.....	1
1	1	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
1	1	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
1	1	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
.....
1	1	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
1	1	.....	.....	1
1	1	.....	.....	1
.....
2	2	.....	.....	2
.....	2	.....	.....	.....	.....	.....	.....	.....	2	2
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1
83	6	56	2	1	.....	.....	8	79	3	58	148
22	4	39	28	8	.....	9	.....	16	.....	38	96
105	10	95	30	4	.....	9	8	95	3	96	244

THREATENED STRIKES.

The threatened strike is often as effective as the actual strike. Indeed, where the employer refuses to concede reasonable demands and so avoid a strike, it is mostly because he does not believe in the strength or persistence of the employé's to enforce their demands. In one trade, the bakers, as elsewhere told, the workmen did not feel justified in making open demand for redress of grievances, and so adopted the threatened strike system, breaking out in spots and earning wages while they sustained the few men on strike. The causes of threatened strikes, as will be seen, are the same as those of actual strikes.

It need scarcely be said that employers show a wise discretion in avoiding the consummation of a threatened strike, where the employé's are numerous and have the power of acting simultaneously, as in the case of the "car employé's," whose strike is a great public inconvenience.

Total number of threatened strikes seventy-one, involving 1,005 employé's. In fifty-five cases they were successful, fifteen were unsuccessful, and one case was compromised. The number in 1886 was fifty-seven, resulting as follows: Successful, twenty-eight; compromised, eight; unsuccessful, ten, and eleven not reported.

TABLE F.

Table of Threatened Strikes, by Causes.

Number of establishments.	Number of persons affected.	CAUSE OF THREATENED STRIKE.	RESULT OF STRIKE.		
			Successful.	Unsuccessful.	Compromised.
BAKERS.					
3	10	Refusal to recognize union rules	1	2	.....
7	33	Reduction of hours.....	.....	7	.....
1	8	Against boarding with employer.....	.....	1	.....
1	5	Employment of non-union men.....	*1	.....	.....
12	56		2	10	.....
BLACKSMITHS' HELPERS.					
1	....	Increase of wages.....	.....	1	.....
BOOKBINDERS.					
1	50	Union rules as to apprentices.....	.....	1	.....
BREWERY EMPLOYES (ALE).					
12	282	Increase of wages.....	12	....	.....
BREWERY EMPLOYES (LAGER).					
10	51	Increase of wages.....	10	....	.....
3	....	Reduction of hours.....	3	....	.....
13	51		13	....	.....
BRICKLAYERS.					
1	....	Increase of wages.....	1	....	.....
BUTCHERS (BEEF).					
1	3	Use of boycotted material.....	1	....	.....
BUTCHERS (HOG).					
1	32	Increase of wages.....	1	....	.....
CAR EMPLOYES.					
1	350	Increase of wages.....	1	....	.....
1	....	Reduction of hours.....	1	....	.....
2	350		2	....	.....
CARPENTERS.					
5	36	Increase of wages.....	5	....	.....
1	2	Reduction of hours.....	1	....	.....
1	11	Increase of wages and reduction of hours.....	.....	....	1
7	49		6	....	1
CIGAR MAKERS.					
1	....	Reduction of wages.....	1	....	.....
ENGINEERS.					
1	....	Obnoxious rules.....	1	....	.....
1	....	Grading of engineers.....	1	....	.....
2	....		2	....	.....
GRAVE DIGGERS.					
2	45	Increase of wages.....	....	2	.....
MALSTERS.					
1	15	Increase of wages.....	1	....	.....

* Boycott only.

TABLE F—*Table of Threatened Strikes by Causes*—(Continued).

Number of establishments.	Number of persons affected.	CAUSE OF THREATENED STRIKE.	RESULT OF STRIKE.		
			Successful.	Unsuccessful.	Compromised.
PAPER RULERS.					
8	36	Increase of wages.....	8	.....	.....
1	6	Employment of non-union men.....	.....	1	.....
9	42		8	1	.....
PRINTERS.					
1	20	Increase of wages and union rules.....	1	.....	.....
STEREOTYPERS AND ELECTROTYPERS.					
1	....	Rival organizations.....	1	.....	.....
TELEGRAPHERS.					
1	....		1	.....	.....
TYPE FOUNDERS.					
1	....	Increase of wages.....	1	.....	.....
WOOD CARVERS.					
1	10	System of payment of wages.....	1	.....	.....

Total number of threatened strikes and boycotts, seventy-one; involving 1,005 employees. In fifty-five cases the demands proved successful, while in one case a compromise was effected, and in fifteen they were denied.

WAGES LOST.

The "wages lost" or sacrificed by employ  s, in their effort to secure a redress of grievances or a betterment of their position in any way, must be accepted as at least conclusive of their earnestness. The sacrifice is enormous. It is a present and real loss and inconvenience for a future and doubtful good. Where the sacrifice is for gain in money returns it is, in a measure, a mercantile transaction; an outlay from which a gainful return is expected. Even in that case, however, the risk and loss are not all incurred for the individual striker's own advantage only, for it ensures to the general good of all concerned in the trade, wherever located. The men engaged in the strike, who make the sacrifice, are not necessarily the beneficiaries. Moneys in hand, the savings of labor, are voluntarily paid out for a possible future good to the whole calling. Present earnings are refused, present privations are incurred, by the comparatively few, in the hope of a future good for the many. Forty thousand three hundred and forty-six wage earners, in 998 establishments, voluntarily deprived them-

selves of \$2,013,229.45, an average of \$49.94 each, computed from the beginning to the close of the strike, besides which 606 make no report, of whom it is perfectly permissible to believe that they also had their share of present sacrifice, though the amount, for reasons unexplained, is not given. In the year 1886 reports were received from ninety trades or callings, showing a loss of wages amounting to \$2,538,554. Forty-seven trades made no report on the subject. It must be borne in mind that this self-taxation for a principle is quite voluntary. It is not the taxation by a government, imposed by a central power—it is a personal operation in which every individual can, and if he pleases, does have his say. It may not always be a work of wisdom, but it is proof of terrible earnestness, and when the loss is incurred in what is called the "sympathetic strike," it is a proof of unselfishness and the sense of special interest in the general welfare.

The memoirs of the several strike movements show the particular causes for which these sacrifices were incurred. Here it is only necessary to call attention to the outlay and to say that the causes are as often matters of principle as of gain. Regulations as to apprentices, for instance, are more a question of principle affecting the future condition of a trade than the wages or gains of the present generation of workers. The brassworkers' great sacrifice hinged mainly on the Saturday half-holiday, a question of general good. The longshoremen's strike originated in sympathy with the grievances of laborers outside of this State and was finally carried on to enforce what seemed to them the just claims of local labor.

It is only to be regretted that the leaders and advisers in these acts of self-sacrifice have not always been the men for the places.

TABLE G.

Showing the Amount of Wages lost to Employees.

TRADE OR INDUSTRY.	Amount.	Number of establishments re- porting.	Number of per- sons engaged.
Artificial stone masons	\$256 00	1	8
Axe makers.....	5,000 00	1	65
Bakers.....	1,070 50	6	27
Barbers.....	54 00	2	3
Blacksmiths' helpers.....	879 00	2	174
Boiler makers.....	3,710 00	2	59
Book binders.....	5,915 25	22	365
Brass workers.....	124,670 29	22	1,639
Brewery employes (ale, etc.).....	2,718 00	1	.....
Brewery employes (lager, etc.).....	303 00	16	239
Bricklayers.....	16,593 20	34	462
Brickyard employes.....	49,415 00	21	1,947
Brush makers.....	704 00	1	.....
Butchers (beef).....	2,448 00	2	20
Butchers (calf).....	1,944 00	13	34
Butchers (hog).....	800 00	2	30
Car builders.....	1,700 00	1	182
Car employes.....	2,915 00	3	1,802
Carpenters.....	49,036 31	106	1,609
Carpet workers.....	29,500 00	2	3,450
Cartmen.....	358 50	2	26
Cement makers.....	1,018 75	3	177
Cement masons.....	28 00	1	2
Cement masons' laborers.....	630 00	2	35
Chemical workers.....	5,000 00	1	170
Cigarette makers.....	225 00	1	30
Cigar makers.....	17,440 77	9	510
Clothing cutters.....	16,200 00	1	45
Coachmen.....	16 50	1	3
Coal drivers.....	72 00	1	12
Coal handlers.....	76,269 28	25	983
Collar and cuff makers.....	13 57	1	20
Color mixers (paints).....	2,220 00	1	100
Coopers.....	12,877 20	21	370
Coppersmiths.....	1,342 00	9	103
Derrickmen.....	904 00	1	80
Engineers.....	1,998 50	1	96
File makers.....	5,768 00	2	57
Fire extinguisher makers.....	250 00	1	22
Firemen.....	945 00	1	90
Flour mill hands.....	275 00	1	25
Framers.....	26,262 75	53	1,560
Furniture workers.....	2,959 50	6	118
Furriers.....	900 00	1	25
Glass workers.....	90,224 90	9	413
Gold beaters.....	430 00	2	62
Grain handlers.....	16,260 00	3	192
Grave diggers.....	195 80	1	20
Hat and cap makers.....	6,677 40	2	116
Hod carriers.....	3,990 00	4	89
Horseshoers.....	2,311 51	31	128
Housesmiths.....	2,104 00	8	124
Ice handlers.....	200 00	1	200
Iron workers.....	147,837 00	24	1,631
Knit and woolen goods.....	184,455 00	7	1,732
Laborers.....	42,962 50	32	1,703
Lathers.....	90 00	1	25
Leather workers.....	4,750 00	2	55
Locksmiths.....	180 00	1	6
Longshoremen.....	402,877 90	68	6,574
Lumber handlers.....	5,425 00	3	167
Machinists.....	20,119 30	7	467
Maltsters.....	500 00	1	25
Marble workers.....	1,342 00	3	31
Messengers.....	49 25	4	110
Oil refiners.....	10,242 31	3	573
Painters.....	9,634 35	36	518

TABLE G.—*Showing the Amount of Wages lost to Employees—(Continued).*

TRADE OR INDUSTRY.	Amount.	Number of estab- lishments re- porting.	Number of per- sons engaged.
Paper bag makers	\$500 00	1	63
Paper hangers	175 00	1	10
Paper makers (straw)	250 00	1	9
Paper rulers	2,878 50	30	198
Pattern makers	1,100 00	1	12
Pavers	1,658 00	2	23
Photo-engravers	500 00	1	30
Piano makers	6,000 00	1	125
Plumbers	250,218 00	69	869
Press feeders	3,436 43	14	205
Pressmen	4,178 98	11	120
Printers (color and block)	2,500 00	1	78
Printers (compositors)	25,079 17	32	913
Printers (tip)	100 00	1	7
Railroad employes	515 15	1	21
Rivet heaters	38 00	1	19
Roofers (tin and slate)	18,688 50	18	489
Salt boilers	1,200 00	1	60
Sash, blind and doormakers	4,509 00	8	222
Satchel and traveling bag makers	220 00	1	4
Shawl makers	3,500 00	1	140
Ship carpenters	1,500 00	1	100
Shirt makers	21,000 00	2	207
Shoe makers	36,450 00	7	668
Silk ribbon weavers	14,570 00	6	b321
Silversmiths	66,498 00	6	456
Skylight and cornice makers	19,475 38	58	721
Stage drivers	180 00	1	90
Steam fitters	557 50	2	16
Stereotypers and electrotypers	696 00	2	18
Stonecutters	14,223 00	6	121
Stonecutters (blue)	1,000 00	1	48
Stonecutters (granite)	1,978 00	12	68
Storemen	30,752 50	7	443
Surgical instrument makers	10,000 00	1	72
Suspender makers	1,700 00	1	40
Terra cotta workers	1,100 00	1	98
Tile layers	315 00	1	10
Tin can makers	860 00	2	31
Torpedo makers	25 00	1	20
Underwear	30 00	1	10
Varnishers	14,667 25	5	360
Vaseline workers	3,950 00	1	79
Waiters	257 00	3	35
Watch case makers	3,000 00	1	81
Weighers (U. S.)	11,500 00	1	700
Wood carvers	1,700 00	10	79
Wood workers	1,536 00	2	102
Total	\$2,013,229 45	998	40,346

a Five hundred additional persons were thrown out of employment.

b Compelling 132 others to stop work.

NUMBER OF PERSONS REFUSED WORK AFTER STRIKES.

In almost every strike, some persons, perhaps on account of pernicious activity, suffer for the general good. This is especially observable in the case of "unsuccessful" strikes. This table gives the detail of workers who have lost employment on account of their participation in strike movements. Ninety-five trades or callings report that 8,176 persons lost positions; forty-nine trades do not report on this subject. For the year 1886, seventy-six trades or callings reported that 6,391 persons were refused work after strikes, and sixty-one trades failed to report.

TABLE H.

Number of Persons Refused Work after Strikes.

TRADE OR INDUSTRY.

Bakers.....	16
Barbers.....	6
Bartenders.....	5
Blacksmiths' helpers.....	2
Boiler makers.....	10
Bookbinders.....	9
Brass workers.....	55
Brewery employés (ale).....	52
Brewery employés (lager).....	2
Bricklayers.....	56
Brickyard employés.....	114
Brush makers.....	13
Butchers (beef).....	37
Butchers (calf).....	1
Butchers (hog).....	28
Carpenters.....	175
Carpet workers.....	255
Cement masons' laborers.....	10
Chemical workers.....	130
Cigarette makers.....	136
Cigar makers.....	268
Clothing cutters.....	45
Coachmen.....	4
Coal handlers.....	108
Coopers.....	45
Coppersmiths.....	6
Engineers.....	96

File makers	1
Firemen	90
Flour mill hands	25
Framers	93
Furniture workers	41
Furriers	2
Glass blowers	88
Gold beaters	4
Grain handlers	182
Grave diggers	1
Harness makers	9
Hat and cap makers	10
Hod carriers	68
Horseshoers	16
Housesmiths	32
Ice handlers	24
Iron workers	169
Knit and woolen goods	242
Laborers	450
Leather workers	15
Locksmiths	14
Longshoremen	2,299
Lumber handlers	37
Machinists	288
Marble workers	5
Messengers	52
Oilcloth workers	25
Oil refiners	41
Painters	64
Paper bag makers	50
Paper hangers	10
Paper makers (straw)	3
Paper rulers	16
Pavers	5
Photo-engravers	10
Plumbers	287
Press feeders	64
Pressmen	32
Printers (color and block)	78
Printers (compositors)	384
Printers (tip)	7
Railroad employes	21

Roofers (tin and slate).....	21
Salesmen	53
Sash, door and blind makers.....	15
Satchel and traveling-bag makers.....	1
Shirt makers.....	207
Shoe makers	361
Silk ribbon weavers	8
Silversmiths.....	5
Skylight and cornice makers	33
Stair builders	15
Steam fitters	5
Stone cutters.....	4
Stone cutters (granite).....	2
Storemen	20
Surgical instrument makers.....	3
Tailors	17
Tanners	9
Terra cotta workers	10
Tile layers	10
Torpedo makers	6
Underwear	10
Varnishers	108
Vaseline workers.....	79
Waiters	98
Watch case makers.....	26
Wood carvers	12
Total for 1887 (ninety-five trades)	8,176
Total for 1886 (seventy-six trades).....	6,391
Total for 1886 and 1887.....	14,567

COST OF STRIKES TO LABOR ORGANIZATIONS.

Self-sacrifice is in most critical conjunctures accepted as a proof of sincerity. With that as a test, it cannot be questioned that the laborer is in earnest when he enters on a strike to enforce his view of right. The refusal to work under conditions which he thinks unfair to himself or his fellows, is a cogent proof of his sincerity and determination to defend his own rights or to help in asserting those of others. It is easy for a looker-on, or even for the employer, to condemn the laborer for throwing away his living in order to fight a battle in which victory is not always on the side of

right and by which he must in any case suffer great present inconvenience for an uncertain future benefit.

The amount of the laborer's direct loss has been shown in the summary "loss of wages," but the loss does not end there. The "labor organizations," formed to maintain and enforce the laborers' rights, have also their losses and sacrifices for the common good.

This table shows at a glance the total loss incurred by fifty-nine organizations, which have been on strike during the past year. The total cost amounted to \$217,069.78. The details are found under the several trade titles. For the year 1886, forty-eight trades reported as to cost of strikes \$329,080.

TABLE I.

Cost of Strikes to Labor Organizations.

Axe makers	\$480 00
Bakers	1,529 60
Barbers	30 00
Bartenders	30 00
Boiler makers	364 00
Brass workers	4,160 00
Brewery employés, (ale)	5,198 00
Bricklayers	2,500 00
Brickyard employés	700 00
Brush makers	237 00
Butchers, (calf)	300 00
Butchers, (hog)	550 00
Car builders	1,000 00
Carpenters	8,704 00
Cement masons' laborers	43 00
Chemical workers	500 00
Cigarette makers	50 00
Cigar makers	5,186 35
Clothing cutters	1,200 00
Coal handlers	1,159 00
Coopers	967 00
Coppersmiths	320 00
Framers	5,199 00
Furniture workers	1,559 00
Glass workers	270 00
Hat and cap makers	400 00
Hod carriers	2,000 00

Horseshoers.....	\$706 40
Iron workers.....	672 00
Knit and woolen goods.....	4,500 00
Laborers.....	7,000 00
Locksmiths.....	85 00
Lumber handlers.....	400 00
Machinists.....	1,575 00
Maltsters.....	185 00
Marble workers.....	168 00
Painters.....	1,278 00
Paper hangers.....	100 00
Paper bag makers.....	1,400 00
Piano makers.....	320 00
Plumbers.....	a99,488 71
Press feeders.....	54 00
Pressmen.....	300 00
Printers (color and block).....	1,500 00
Printers (compositors).....	215 00
Rivet heaters.....	12 40
Roofers, tin and slate.....	1,420 00
Sash, blind and door makers.....	1,030 00
Shirt makers.....	5,460 00
Shoe makers.....	17,712 00
Silk ribbon weavers.....	5,126 00
Silversmiths.....	16,400 00
Skylight and cornice makers.....	1,016 00
Stone cutters.....	1,008 00
Surgical instrument makers.....	2,166 57
Tailors.....	26 00
Varnishers.....	305 00
Waiters.....	400 00
Wood carvers.....	392 00
Wood workers.....	12 00

Total for 1887 (fifty-nine trades).....	\$217,069 78
Total for 1886 (forty-eight trades).....	329,080 00

Totals for 1886 and 1887.....	\$546,149 78
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a This includes cost of general strike, which commenced Sept. 1, 1886.

ESTIMATED GAINS.

This table shows "the estimated annual gains in wages" in the several trades in which increase of wages was the main purpose of the strike. The cost of the strikes to attain their object can be found in another table. The totals in this case show from fifty-one trades engaged, the results being that 11,472 received an annual increase of \$944,632.55, or eighty-two dollars each.

During the year 1886 the totals of forty-five trades were that 34,832 persons received an increase of \$1,420,885, or forty-one dollars each.

Strikes for the same cause were reported in the previous year, and it is only reasonable to suppose that the strikes were for the purpose of following up the advantages gained, and that those who had not already profited by the rise were seeking to equalize up.

The "wages" rate is the most important of all questions to the workingman, and it is the first and greatest cause of organization. Nor is the benefit resulting from agitation temporary in character; wages are maintained for years unless in case of trade or money crisis, when there is a general decline in value, by which the wage earner is a speedy sufferer with notoriously a very slow return. The results here shown, although few in comparison with the mass of wage earners, may be accepted as typical, except that the great city of New York takes the lead as well from the higher cost of living as the class of work done and the abundance of capital.

Strikes also took place in what are often termed "piece" trades. Some of these proved successful, but it was found impossible to make any estimate of the gain to the strikers. It should be borne in mind that strikes "against the employment of non-union men," and several of the other causes enumerated, are after all only an attempt to preserve what is called the "union scale." The table giving the wages before and after the strike shows that the non-strikers' scale is lower than the demand made by the labor organizations. Several officers of and prominent members in labor organizations have during the investigation of strikes conducted by the Bureau stated that if a firm is permitted by the organization to employ non-union men or violate union rules or shop regulations, it will only be a question of time when all working in the shop will be forced to work for the lower or non-union rate, and this will spread to the entire trade. This may not be true of the

new organizations which strike for causes that are trivial, but it is in a great measure true of the older organizations, which regard every infringement of rules or customs as tending to eventually reduce the rate of wages. Hence the persistence and vigor with which a strike apparently unimportant in itself, but really of grave moment to the trade in general, is pushed.

TABLE J.

Estimated Gain in Wages as Result of Strike.

TRADE OR INDUSTRY.	Amount.	Number engaged in strikes in which the question of wages was involved.
Bartenders	\$1,295 00	5
Blacksmiths' helpers	312 00	26
Boiler makers.....	218 00	7
Bookbinders.....	1,466 00	132
Brewery employés (ale, etc.)	32,234 80	282
Brewery employés (lager, etc.)	18,774 00	290
Bricklayers.....	536 00	399
Brickyard employés	15,600 00	200
Butchers (calf)	1,256 00	34
Butchers (hog)	3,328 00	32
Car employés.....	4,368 00	350
Carpenters	130,710 00	1,960
Cartmen	6,156 00	46
Cement makers	2,694 00	277
Cement masons' laborers.....	7,733 75	70
Cigar makers.....	889 20	27
Coachmen.....	3,380 00	58
Collar and cuff makers	2,080 00	20
Color mixers (paints)	4,992 00	100
Coopers.	26,362 00	216
Coppersmiths	14,416 00	114
File makers	2,418 00	52
Fire extinguisher makers	2,730 00	22
Framers	234,004 80	1,323
Furniture workers	2,610 00	109
Hod carriers	9,195 00	72
Horseshoers.....	11,968 00	103
Housesmiths	2,995 00	32
Ice handlers.....	2,105 00	933
Iron workers	60,037 00	356
Laborers.....	124,720 00	934
Lumber handlers	349 00	5

TABLE J — *Estimated Gain in Wages as Result of Strike* — (Continued).

TRADE OR INDUSTRY.	Amount.	Number engaged in strikes in which the question of wages was involved.
Machinists	\$1,170 00	54
Maltsters	849 00	15
Painters	51,233 00	529
Paper rulers	28,602 00	245
Pavers	2,808 00	23
Piano makers	1,560 00	145
Plumbers	780 00	10
Press feeders	3,465 00	66
Pressmen	1,638 00	7
Roofers (tin and slate)	24,058 00	329
Shoe makers	4,942 00	151
Silk ribbon weavers	2,946 00	80
Skylight and cornice makers	59,127 00	736
Stone cutters	3,120 00	121
Stone cutters (granite)	18,417 00	99
Underwear	2,147 00	20
Varnishers	6,118 00	254
Wood workers	100 00	2
Totals for 1887	\$944,632 55	\$11,472
Totals for 1886	1,420,885 00	34,832
Totals for 1886 and 1887	\$2,365,517 55	46,304

ESTIMATED GAIN TO EMPLOYERS BY REASON OF FAILURE OF STRIKES AGAINST REDUCTION OF WAGES.

The proportional gain to employers who either retained the strikers for this cause, or replaced the dissatisfied underpaid with new men, who accepted lower wage, is shown to have reached the sum of \$142,588. In 1886, it amounted to \$39,468. The figures for 1887 cover eight trades and include 2,372 workers. The figures for 1886 cover six trades and include 344 workers. In a few trades, particularly among what is known as piece trades, it was found impossible to make any estimates. In one case it was stated that the places of the strikers were taken by foreigners.

ANSWERS RELATIVE TO CONTRACTS.

This table gives the figures of the non-fulfillment of contracts, caused by strikes. They are set at the large figure of \$481,730.20 in a total of 2,148 cases investigated, to a large number of which the answers were imperfect, the whole losses being incurred by 216 firms. During the year 1886, reports from 292 firms gave a loss to them of \$692,885. This Bureau has no means of analyzing the exactness of these losses, nor of knowing whether they are actually lost amounts or only estimates of misgains by work not done, and in which the mechanic misses his wages just as the employer misses his profits.

TABLE K.

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO FAILURE TO FILL CONTRACTS.					LOSS FROM CAUSE OF FAILURE TO FILL CONTRACTS.								
	Yes.	No.	Blank.	No report.	No strike.	Number investigated.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Artificial stone masons.....						1	1					1		1
Axe makers.....		1			1	2								2
Bakers.....	3	4	21	13	2	43	\$400 00	2		25	13	2	1	43
Barbers.....		2	1	16	1	20			3	3	16	1		20
Bartenders.....				2		2					2			2
Blacksmiths' helpers ..		1	2	3		6				3	3			6
Boiler makers.....		1	1	1		3				1	1			3
Bookbinders.....		10	16			26								26
Brass workers.....	15	6	1			22	3,125 00	10		25			1	22
Brewery employes (ale)...	1	1	10	4	3	29			2	3	4			29
Brewery employes (lager)		11	11	7		29			11	10	7			16
Bricklayers.....	12	14	10	9		45	3,365 00	8	10	10	9			29
Brick makers.....	4	8	13	6		39	4,715 00	3	4	17	8	6	1	45
Bridge owners.....				1		1								1
Brush makers.....		1	1			2			1	1				2
Butchers (beef).....	2	1	2		2	7	3,500 00	2		1				2
Butchers (calf).....		14	1		1	16			4	11				16
Butchers (hog).....		1	2		3	6				2		3	1	6
Car builders.....	1	1				2			1					2
Car employes.....	1	3	3	1	2	7	8,400 00	2		2	1	2		7
Carpenters.....	31	89	36	27	54	298	11,775 00	26	47	60	27	54	14	298
Carpet makers.....		3				4			1					4
Cartmen.....		2	4	1	1	7			1	5		1	2	7
Cement makers.....	1	2	1			4	150 00	1		1				4
Cement masons' laborers.				3		3					3			3
Chemical workers.....				4		4					4			4
Cigarette makers.....	1					1								1
Cigar makers.....		1	2		1	4			1	2		1	1	4
Cigar packers.....		10	9	7	24	50				17	7	24	2	50
				1		1					1			1

TABLE K — (Continued).

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO FAILURE TO FILL CONTRACTS.					LOSS FROM CAUSE OF FAILURE TO FILL CONTRACTS.								
	Yes.	No.	Blank.	No report.	No strike.	Number investing.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Clothing cutters.....	..	1	..	9	..	1	..	..	1	4	9	..	..	1
Coachmen .....	..	..	5	..	..	14	..	..	1	..	..	..	..	14
Coal drivers .....	..	..	1	..	..	1	..	..	..	..	..	..	..	1
Coal handlers	12	8	6	1	4	31	\$4,450 00	9	6	8	1	4	3	31
Collar and cuff makers.....	..	1	..	..	1	2	..	..	1	..	..	1	..	2
Color mixers, paints.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coopers	7	13	7	10	29	66	2,725 00	7	10	10	10	29	..	66
Coppersmiths.....	..	11	2	5	20	33	900 00	1	1	8	5	20	3	33
Derrickmen.....	..	1	1	2	1	8	..	..	1	1	1	1	..	8
Engineers.....	1	1	1	..	4	7	..	..	..	2	2	4	1	7
File makers.....	1	1	..	..	..	2	..	..	1	..	..	..	..	2
Fire extinguisher makers.....	..	1	..	1	..	1	..	..	..	..	1	..	..	1
Flour mill hands.....	..	..	..	..	..	2	..	..	..	..	..	..	..	2
Framers	10	7	4	84	10	115	8,150 00	10	3	6	84	10	2	115
Furniture workers.....	2	2	2	7	..	13	400 00	1	2	3	7	..	..	13
Furriers.....	..	1	1	1	..	2	..	..	..	1	1	..	..	2
Gas fixture makers.....	..	5	..	1	..	1	6,100 00	3	3	2	1	1	..	1
Glass blowers	7	1	..	1	1	14	..	..	1	..	1	1	4	14
Gold beaters.....	..	2	..	..	..	2	800 00	2	..	..	..	..	..	2
Grain handlers.....	..	..	..	1	..	1	..	..	..	..	1	..	..	1
Grate setters.....	2	..	..	..	..	3	..	..	..	3	..	..	..	3
Grave diggers.....	..	..	3	..	..	1	..	..	..	..	..	..	..	1
Harness makers.....	..	..	1	..	..	4	..	..	..	1	..	..	..	4
Hat and cap makers.....	1	3	2	13	1	20	1,000 00	1	1	4	13	1	1	20
Hod carriers.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Horsehoofs.....	10	30	21	21	67	149	1,410 00	5	25	29	21	67	2	149
Housesmiths.....	2	2	..	4	..	8	200 00	1	1	..	4	..	..	8
Ice handlers.....	3	4	5	4	8	24	1	8	4	8	3	24
Iron workers.....	5	13	9	9	40	76	8,000 00	1	1	22	9	40	3	76

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Knit and woolen goods.....	4	1	4	1	10	10	22,750 00	3	2	4	1
Laborers.....	5	8	40	6	65	65	22,750 00	4	7	40	6
Lathers.....	1	1	6	.....	7	7	100 00	1	.....	6	.....	1
Leather workers.....	2	1	.....	.....	3	3	.....	.....	3	.....	.....	1
Linemen (electric light).....	1	.....	1	.....	.....	.....	.....	.....	1	1	1	1
Lithographers.....	1	1	1	.....	1	1	.....	.....	1	1	1	1
Locksmiths.....	1	1	1	1	3	3	.....	1	1	1	1	1
Longshoremen.....	43	26	19	39	141	141	135,660 00	38	8	32	14	39
Lumber handlers.....	2	2	.....	1	5	5	4,000 00	2	2	.....	1	1
Machinists.....	1	1	3	1	10	10	4,000 00	1	3	3	1	1
Malsters.....	1	1	.....	.....	2	2	5,000 00	1	.....	.....	.....	.....
Marble workers.....	3	3	2	.....	7	7	.....	.....	4	2	.....	1
Messengers.....	3	3	1	.....	9	9	25 00	1	3	3	2	2
Musicians.....	1	3	3	.....	4	4	.....	.....	1	3	.....	.....
Newsboys.....	1	1	1	.....	2	2	.....	.....	1	1	.....	.....
Newspaper mailers, folders, etc.....	1	1	.....	.....	1	1	10,000 00	1	.....	1	1	1
Oil-cloth workers.....	1	1	1	.....	6	6	3,000 00	1	2	1	1	1
Oil refiners.....	1	2	.....	2	6	6	1,960 20	5	9	14	32	7
Painters.....	5	14	9	32	67	67	1,000 00	1	1	1	1	1
Paper bag makers.....	1	1	.....	.....	1	1	1,000 00	1	.....	1	1	1
Paper box makers.....	1	.....	1	.....	1	1	.....	.....	1	1	1	1
Paper hangers.....	1	.....	1	.....	1	1	.....	.....	1	1	1	1
Paper makers (straw).....	4	35	4	.....	43	43	600 00	1	42	1	.....	43
Paper rulers.....	1	1	1	.....	2	2	.....	1	.....	1	.....	2
Pattern makers.....	2	2	2	.....	4	4	.....	1	1	2	.....	2
Pavers.....	1	.....	.....	.....	2	2	.....	.....	1	.....	.....	2
Peddlers.....	1	1	3	1	6	6	.....	.....	1	3	1	1
Photo-engravers.....	1	1	1	.....	1	1	.....	.....	1	1	1	1
Piano makers.....	1	1	1	.....	1	1	.....	.....	1	1	1	1
Plasterers.....	1	2	3	.....	3	3	.....	.....	1	2	.....	3
Plumbers.....	37	39	15	26	122	122	96,950 00	23	34	26	5	14
Press feeders.....	6	1	10	1	18	18	.....	3	4	10	1	1
Pressmen.....	1	2	8	1	12	12	120 00	1	2	8	1	1
Printers (color and block).....	1	1	.....	.....	1	1	.....	.....	11	4	2	4
Printers (compositors).....	10	14	5	4	35	35	4,550 00	6	8	11	4	2
Printers (tip).....	1	1	1	1	1	1	200 00	1	.....	.....	.....	.....
Railroad employés.....	1	1	1	1	3	3	.....	1	1	1	1	1
Rivet beaters.....	1	.....	.....	.....	1	1	.....	.....	1	1	.....	1
Roofers, tin and slate.....	5	13	5	29	61	61	7,550 00	4	10	6	29	3
Salesmen.....	1	1	1	.....	1	1	.....	.....	1	1	.....	1
Salt boilers.....	1	1	.....	.....	1	1	.....	.....	1	1	.....	1
Sash, door and blind makers.....	3	4	1	3	11	11	600 00	1	3	2	3	2
Satchel and traveling bag makers.....	1	1	1	.....	1	1	.....	.....	1	1	.....	1
Servants.....	1	1	1	1	1	1	1,000 00	.....	1	1	.....	.....
Shawl makers.....	1	1	1	.....	1	1	.....	.....	1	1	.....	1

TABLE K — (Concluded).

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO FAILURE TO FILL CONTRACTS.					LOSS FROM CAUSE OF FAILURE TO FILL CONTRACTS.								
	Yes.	No.	Blank.	No report.	No strike.	Number investig'ted.	Amount of money lost.	Number of establish-ments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establish-ments investigated.
Silversmiths.....	3	1	1	1	.....	9	.....	.....	.....	2	1	.....	.....	6
Skylight and cornice makers.....	18	33	4	15	.....	70	\$9,575 00	13	6	2	15	.....	4	70
Stablemen.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Stage drivers.....	1	.....	.....	.....	.....	1	650 00	1	.....	.....	.....	.....	.....	1
Stair builders.....	.....	.....	.....	.....	.....	3	.....	.....	.....	.....	.....	.....	.....	3
Steam fitters.....	.....	1	1	2	1	5	.....	.....	1	1	2	1	.....	3
Stereotypers and electrotypers.....	.....	3	3	3	.....	3	.....	.....	.....	.....	3	.....	.....	3
Stone cutters.....	3	3	1	.....	.....	7	1,000 00	1	.....	4	.....	.....	.....	3
Stone cutters (blue).....	1	.....	.....	.....	.....	1	5,000 00	1	.....	.....	.....	.....	.....	1
Stone cutters (granite).....	2	11	4	1	3	21	275 00	1	3	13	1	3	.....	21
Storemen.....	4	4	.....	.....	10	18	16,000 00	3	4	1	.....	10	.....	18
Surgical instrument makers.....	.....	1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Suspender makers.....	.....	1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Tailors.....	.....	1	1	5	1	9	.....	.....	.....	1	5	1	.....	6
Tanners.....	.....	1	1	.....	.....	1	.....	.....	1	.....	.....	.....	.....	1
Telegraphers.....	.....	.....	.....	1	.....	1	.....	.....	.....	1	1	.....	.....	1
Terra cotta workers.....	.....	1	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Theatrical employes.....	.....	.....	.....	1	.....	1	.....	.....	.....	1	.....	.....	.....	1
Tile layers.....	.....	1	.....	2	1	4	.....	.....	1	3	2	1	.....	4
Tin can manufacturers.....	.....	2	2	.....	.....	4	.....	.....	1	.....	.....	.....	.....	4
Tinware (stamped).....	.....	.....	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Torpedo makers.....	1	.....	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Type foundries.....	.....	.....	.....	1	.....	1	.....	.....	1	1	1	.....	.....	1
Underwear.....	.....	1	1	.....	.....	2	.....	.....	1	1	.....	.....	.....	2
Ushers.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Varnishers.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Vaseline workers.....	1	2	1	5	.....	9	10,000 00	1	1	2	5	.....	.....	9
Waiters.....	1	1	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Watch case makers.....	.....	3	4	6	6	19	.....	.....	.....	7	6	6	1	19
Watchers, electric light works.....	1	1	.....	.....	.....	1	5,000 00	1	1	.....	.....	.....	.....	1

REFUSAL OF CONTRACTS AND LOSSES FROM REFUSAL.

These questions cover the whole number of trades, and involve all transactions in the class of "futures." A feature of the replies would naturally be the number of negatives. Very many trades working from day to day for immediate delivery and consumption, "spot" transactions as it were. The building trades must be in the nature of work for a future date, so also with many manufacturing trades in which goods are made to be held over and delivered as called for or according to contract.

The totals of answers from all classes of labor employers amount to 1,258, out of 2,148, of which 323 indicated that contracts had been refused by reason of labor troubles, while 405 having had no strikes had given no refusals, at least not on strike grounds.

The other inquiry, "loss by refusal of contracts," involves a little more critical examination. It is assumed, by the employer making the return, that his undertaking would surely have returned a profit. That is the object of all business and the specific purpose in the particular transaction. Putting aside the obvious contingency, that the contract, if undertaken, might have turned out a loss, partial or total, we will accept the reasonable probability with which every man undertakes a trade, that will turn out fairly well, in which case it only remains to add that there is reason to fear the trader may have occasionally returned the gross sum as a loss in place of returning the profits lost by his being prevented from entering on the transaction. A small, careless calculator will perhaps say that he lost \$1,000, when the whole intended transaction only amounted to \$1,000; whereas the careful man will say that he missed a deal by which out of \$1,000 he might have netted \$200 profit. Subject to this comment, it appears that 123 firms lost \$217,202 by their abandoned contracts, while 181 preferred to make no estimate of their misgains. In the year 1886 the loss from refusal of contracts was reported by 147 firms as \$603,522.

TABLE I.

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO REFUSAL OF NEW CONTRACTS.						LOSS FROM REFUSAL OF NEW CONTRACTS.								
	Cannot say.	Yes.	No.	Blank.	No report.	No strike.	Number of establishments investigated.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Artificial stone masons.							1								1
Axe making.			1			1	2				1				2
Baking.		1	6	21	13	2	43	\$200 00	1		27	13	2		43
Barbers.			2	1	16	1	20				3	16	1		20
Bar keepers.					2		2								2
Blacksmithing (helpers).			1	2	3		6				3	2			6
Boiler making.				1	1		2								2
Bookbinding.		2	8	16			26	300 00	1		1	1			26
Brass working.		6	8	8	4	3	29	200 00	1		24	4	3	1	29
Brewers (ale).			2	10			16			6	10			5	16
Brewers (lager).			10	12	7		29			8	14	7			29
Bricklaying.		12	16	8	9		45	4,600 00	7	9	13	9		7	45
Brick-yard employers.	1	1	9	14	3	6	39	2,000 00	1	4	20	8	6		39
Bridge owners.					1		1					1			1
Brush making.			2				2			1	1				2
Butchers (beef).	1	1	1	2		2	7	500 00	1		4		2		7
Butchers (calf).			12	3		1	16				15		1		16
Butchers (hog).			2	1		3	6				3		3		6
Car building.	1						1							1	1
Car employers.				4	1	2	7				4	1	2		7
Carpenters.	53	54	40	27	54	1	228	41,300 00	21	24	70	27	54	32	228
Carpet working.		3					4			1	3				4
Cartmen.		1	1	4	1	1	7			1	5	1	1		7
Cement making.	1	1	2	1			4				2			2	4
Cement masons.					3		3					3			3
Cement masons' laborers.					4		4					4			4
Chemicals.															
Cigarette making.	1		1	2		1	4				3		1	1	4
Cigar making.			10	9	7	24	50				19	7	24		50
Cigar packing.					1		1					1			1

TABLE I. — (Continued).

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO REFUSAL OF NEW CONTRACTS.					LOSS FROM REFUSAL OF NEW CONTRACTS.									
	Cannot say.	Yes.	No.	Blank.	No report.	No strike.	Number of establish- ments investigated.	Amount of money lost.	Number of establish- ments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establish- ments investigated.
Clothing cutting.....	1	..	..	..	1	..	..	..	1	9	..	..	1
Coachmen.....	5	9	..	14	..	..	..	1	..	..	..	1
Coal driving.....	1	..	..	1	..	..	..	1	1	..	..	1
Coal handling.....	..	11	6	9	1	4	31	\$2,000 00	4	4	11	1	4	7	31
Collar and cuff making.....	1	..	..	1	2	..	..	1	..	..	1	..	2
Color mixing (paints).....	1	..	..	..	1	..	..	..	..	..	..	..	1
Coopering.....	..	9	10	8	10	29	66	1,900 00	6	6	12	10	29	3	66
Coppersmithing.....	..	6	4	3	3	20	33	..	..	2	8	20	20	3	33
Derrick men.....	..	1	1	1	5	1	8	..	..	1	1	5	1	1	8
Engineers.....	1	2	4	7	600 00	1	..	2	2	4	..	7
File making.....	..	1	1	..	..	..	1	..	..	..	..	..	..	..	1
Fire extinguisher making.....	1	..	1	..	2	..	..	..	..	1	..	..	2
Firemen.....	1	..	..	..	1	..	..	..	1	1	..	..	1
Flour millers.....	1	..	..	..	1	..	..	..	..	..	..	..	1
Framing.....	10	8	3	3	84	10	115	3,400 00	7	2	11	84	10	1	115
Furniture making.....	2	1	1	3	7	1	13	5,000 00	1	..	4	7	..	1	13
Furriers.....	1	1	1	..	2	..	..	..	1	..	..	..	2
Gas fixture making.....	..	8	4	1	1	1	1	5,000 00	1	1	2	1	1	8	1
Glass blowing.....	1	14	..	..	..	1	1	..	..	14
Gold beating.....	..	1	1	1	1	..	4	..	..	1	8	1	..	..	4
Grain handling.....	..	3	1	1	1	..	4	..	..	..	8	..	..	..	4
Grate setting.....	2	1	1	..	3	..	..	..	3	1	..	1	3
Grave digging.....	2	1	1	..	1	..	..	..	..	..	..	..	1
Harness making.....	2	1	..	..	3	..	..	..	..	..	..	..	3
Hat and cap making.....	..	9	..	1	1	1	1	..	..	..	2	1	1	..	1
Hod carriers.....	..	1	3	2	13	1	4	500 00	1	..	1	13	1	..	20
Horse shoeing.....	..	3	34	24	21	67	149	600 00	1	3	56	21	67	1	149
House smithing.....	1	1	2	7	4	4	8	..	..	1	1	4	4	2	8
Ice handling.....	12	11	9	40	76	..	..	1	10	9	40	3	76
Iron working.....	1	3	..	..	..	..	..	..	..	1	..	..	..	..	..

Knit and woolen goods.....											10
Laboring.....	1	3	9	2	2	4	1	10	65	2	1
Leather.....			1	1	7	40	6	7	65	1	1
Leather working.....		1	2			6		7	3		1
Linenen (electric light).....								1	1		1
Lithographing.....						1		1	1		1
Locksmithing.....						1		1	1		1
Longshoremen.....	1	38	29	20	14	39	1	3	300 00	1	3
Lumber handling.....			3	1				19	32,150 00	16	141
Machinists.....		1	5	1	3	1	1	5		1	5
Maltsters.....			1	1				2	4	1	10
Marble working.....		1	2	2	2	2		2	3	1	3
Messengers.....		1	2	3	3			4	2		7
Musicians.....			1	1	3			5	3	1	9
Newsboys.....				1		1		1	3		4
Newspaper mailing, folding, etc.....											2
Oil-cloth working.....		1									1
Oil refining.....		1									1
Painting.....			3	1							1
Paper bag making.....			13	11	32	7	2	6			6
Paper box making.....		1						4	3,450 00	7	67
Paper hanging.....									1		1
Paper making (straw).....						1					1
Paper making.....		16	21	6				1	1,729 00		1
Pattern making.....			1					43			43
Paving.....			2	1	2	1		1	33	5	2
Peddling.....			1								2
Photo-engraving.....			1	1				1	2		4
Piano making.....											1
Plastering.....		1		1	3	1					1
Plumbing.....			23	20	26	5	2	1	1	1	6
Press feeding.....		48	6	1	10	1		11	38	5	3
Pressmen.....			3		8	1		2	5	10	122
Printing (color and block).....		1							3	8	12
Printing (compositors).....		10	15	4	4	2					1
Printing (tip).....		1						7	14	4	35
Railroad employees.....		1	1	1				1	1	1	1
Rivet heating.....			1								1
Roofing (tin and slate).....		8	11	4	20			4	10	9	61
Salesmen.....											1
Salt boiling.....		3	5					1	1	1	1
Sash, door and blind making.....											1
Satchel and traveling bag making.....		1						1	5	3	11
Servants.....									1		1
Shawl making.....											1
Ship carpenters.....		1	1						1	2	1
Ship ceiling.....											1
Shirt making.....		1	2						2	1	1
Shoe making.....		4	1	2	2	4	1	1	4	2	4
Silk ribbon weaving.....		2		3	2	2	3	1	5	3	13

TABLE L — (Concluded).

TRADE OR INDUSTRY.	ANSWERS RELATIVE TO REFUSAL OF NEW CONTRACTS.					LOSS FROM REFUSAL OF NEW CONTRACTS.									
	Cannot say.	Yes.	No.	Blank.	No report.	No strike.	Number of establishments investigated.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Silversmithing.....	1	3	1	7	1	.....	6	.....	12	1	4	1	.....	1	6
Skylight and cornice making.....		25	23	.....	15	.....	70	\$10,775 00	.....	.....	33	15	.....	9	70
Stablemen.....					1	.....	1	.....	.....	.....	1	.....	.....	.....	1
Stage driving.....			1	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Stair building.....				1	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Steam fitting.....			1	1	9	1	3	.....	.....	.....	1	3	.....	.....	3
Stereotyping and electrotyping.....			1	1	3	.....	5	.....	.....	.....	1	3	.....	.....	5
Stone cutting.....		3	3	1	.....	.....	3	50,000 00	1	.....	4	.....	.....	.....	3
Stone cutting (blue).....		1	14	3	1	3	21	3,000 00	1	.....	.....	.....	.....	2	3
Stone cutting (granite).....		4	4	.....	10	10	18	10,000 00	2	3	15	1	3	.....	21
Storemen.....			1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Surgical instrument making.....			1	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Suspender making.....			1	.....	5	1	6	.....	.....	.....	.....	5	.....	.....	6
Tailoring.....			1	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Tanning.....			1	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Telegraphing.....			1	.....	1	.....	1	.....	.....	.....	1	.....	.....	.....	1
Terra cotta working.....			1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Theatrical employé.....			1	.....	1	.....	1	.....	.....	.....	1	.....	.....	.....	1
Tile laying.....			1	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1
Tin can making.....			1	3	2	1	4	.....	.....	.....	4	2	1	.....	4
Tinware (stamped).....			1	1*	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Torpedo making.....			1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Type foundry.....			1	1	1	1	1	.....	.....	.....	1	1	.....	.....	1
Underwear.....			1	1	.....	.....	2	.....	.....	.....	1	.....	.....	.....	2
Ushers.....			1	1	1	.....	1	.....	.....	.....	1	.....	.....	.....	1
Varnishing.....		1	3	1	1	.....	9	.....	.....	.....	1	5	.....	.....	9
Vaseline working.....		1	.....	.....	.....	.....	1	.....	.....	.....	2	.....	.....	.....	1
Walters.....			3	4	6	6	19	.....	.....	.....	7	6	6	1	19
Watch case making.....			1	1	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1
Watching, electric-light works.....			1	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1

DIVERSION OF TRADE.

The diversion of trade through labor dissensions to other States or manufacturers might be a serious question, and important not only to the individual employer but to the State at large. But we have not suffered seriously from this cause. Out of 2,148 inquiries tabulated, a total of 100 employers reported losses from "diversion of trade," \$183,109. Forty-one firms reported \$1,448,420 as their loss in the year 1886, a large proportion of which went to Europe.

TABLE M.

TRADE OR INDUSTRY.	DIVISION OF TRADE TO OTHER MANUFACTURERS AND STATES.						ESTIMATED LOSS.								
	Cannot say.	Yes.	No.	Blank.	No report.	No strike.	Number of establishments investigated.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Artificial stone making.....	1	..	1	..	..	..	..	..	..	..	1
Axe making.....	1	..	..	1	2	..	..	..	1	..	..	..	2
Baking.....	..	5	4	19	13	2	43	\$1,500 00	3	..	23	13	2	2	43
Barbers.....	..	3	..	..	16	1	20	..*	2	..	1	16	1	..	20
Bar-keepers.....	2	..	..	..	..	..	..	..	2
Blacksmithing (helpers).....	1	2	3	..	6	..	..	..	3	1	..	..	6
Book binding.....	1	..	..	2	..	..	..	..	..	..	..	2
Boiler making.....	..	1	..	17	..	..	26	100 00	1	..	25	..	..	..	26
Brass working.....	..	8	..	11	4	3	29	400 00	1	..	13	4	..	5	29
Brewers (ale).....	12	..	..	..	16	..	..	..	..	..	..	..	16
Brewers (lager).....	11	11	7	..	29	..	..	..	11	7	..	..	29
Bricklaying.....	3	2	17	14	9	..	45	1,500 00	2	4	25	9	..	5	45
Brick making.....	10	15	8	6	39	..	..	2	23	8	6	..	39
Bridge owners.....	1	..	2	..	..	..	..	1	..	..	2
Brush making.....	1	1	..	..	2	..	..	1	1	..	..	..	2
Butchers (beef).....	..	1	3	1	..	2	7	1,000 00	1	..	4	..	2	..	7
Butchers (calf).....	13	2	..	1	16	..	13	..	12	..	1	..	16
Butchers (hog).....	1	2	..	3	6	..	..	..	3	..	3	..	6
Car building.....	..	1	..	..	..	..	7	..	..	..	..	..	..	1	7
Car employes.....	..	4	..	..	1	2	7	..	..	..	4	1	2	..	7
Carpenters.....	10	13	62	62	27	54	238	19,070 00	15	26	94	27	54	12	238
Carpet making.....	3	..	..	1	4	..	..	1	1	..	1	..	4
Cartmen.....	1	5	1	..	7	..	..	1	5	1	..	1	7
Cement making.....	..	2	1	1	3	..	4	..	..	..	3	3	..	1	4
Cement masons.....	3	..	..	..	..	..	..	..	3
Cement masons' laborers.....	4	..	4	..	..	..	..	4	..	..	4
Chemicals.....	1	..	..	..	..	..	1	..	..	..	..	..	..	1	1

* One, \$40 per month; one \$25 to \$30 per week; a boycott and still pending. † One firm (1528) says "It was a profit;" 1517 says "Gained by strike."

TABLE M—(Continued).

TRADE OR INDUSTRY.	DIVISION OF TRADE TO OTHER MANUFACTURERS AND STATES.					ESTIMATED LOSS.									
	Cannot say.	Yes.	No.	Blank.	No report.	No strike.	Number of establishments investigated.	Amount of money lost.	Number of establishments reporting loss of money.	Number who answer nothing.	Blank.	No report.	No strike.	Cannot estimate.	Number of establishments investigated.
Cigarette making.....		...	1	2	...	1	4	...	...	...	3	7	1	...	4
Cigar making.....		...	9	10	7	24	50	...	...	...	18	7	24	...	50
Cigar packing.....		...	...	...	1	...	1	...	...	...	...	1	...	...	1
Clothing cutting.....		...	1	...	...	...	1	...	...	...	...	...	...	...	1
Coaching.....		...	...	5	9	...	14	...	...	...	5	9	...	...	14
Coal driving.....		...	...	...	...	...	1	...	...	...	...	...	...	...	1
Coal handling.....		5	8	12	1	4	31	\$800 00	3	3	17	1	4	3	31
Collar and cuff making.....	1	5	1	...	...	...	2	...	...	1	...	...	1	...	2
Color mixing (paints).....		...	1	...	...	...	1	...	...	...	...	...	...	...	1
Coopering.....		...	13	8	10	29	66	2,300 00	3	4	20	10	29	...	66
Coppersmithing.....		3	3	7	5	20	33	6,000 00	1	1	9	10	20	2	33
Derrickmen.....		...	...	2	...	1	8	...	...	...	2	5	1	...	8
Engineers.....		1	...	1	2	...	7	...	...	...	2	2	...	...	7
File making.....		1	...	2	...	4	7	*600 00	1	...	2	...	4	...	7
Fire extinguisher making.....	1	...	...	...	...	...	1	...	...	...	...	...	...	1	1
Firemen.....		...	1	...	1	...	2	...	...	...	1	1	...	...	2
Flour millers.....		1	...	...	...	...	1	5,000 00	1	...	...	...	...	...	1
Framing.....	1	1	14	5	84	10	115	2,900 00	4	3	13	84	10	1	115
Furniture making.....	1	1	2	2	7	...	13	...	...	...	4	7	...	2	13
Furriers.....		...	...	1	1	...	2	...	...	...	1	1	...	...	2
Gas fixture making.....		...	...	...	1	...	1	...	...	...	...	1	...	...	1
Glass blowing.....	2	7	3	...	1	1	14	6,000 00	2	1	1	1	1	8	14
Gold beating.....		...	1	...	...	...	2	...	...	...	...	...	...	...	2
Grain handling.....		...	1	2	...	...	4	...	...	...	4	...	...	...	4
Grate setting.....	1	...	1	...	...	...	4	...	...	...	...	...	...	...	4
Grave digging.....		...	1	2	1	...	3	...	...	...	3	...	...	...	3
Harness making.....		...	...	...	...	...	1	...	...	...	...	...	...	...	1
Hat and cap making.....		...	...	1	...	...	1	...	...	...	1	1	1	1	1
Hod carriers.....	2	...	3	3	13	1	20	...	...	...	6	13	1	...	20
Horseshoeing.....		7	28	26	21	67	149	680 00	3	...	56	21	67	2	149

Housesmithing	1	1	2	4	8	3,000 00	1	1	1	4	2	8
Ice handling	3	3	6	4	24		1	1	7	4	3	24
Iron working	1	10	11	9	40			25	9	4	2	76
Knit and woolen goods	1	2	2	4	1			4	4	4	1	10
Laboring	1	7	12	40	65		1	18	40	6	1	65
Leathing	1	2		6	7			3	6			7
Leather working					3				1			3
Line men, (electric light)				1	1				1			1
Lithographing				1	1				1			1
Locksmithing	1	1		1	3	300 00	1		1	1		3
Longshoremen	22	28	34	14	39	11,734 00	11	5	58	14	14	141
Lumber handling	4	22	2		1		2	2	2	1	1	5
Machinists	1	4	1	3	10		1	1	3	3	1	10
Maltsters	1	1	1	2	2			2	2			2
Marble working	1	1	1	2	2			4	2	2	1	7
Messengers	1	1	3	3	9			6	3	3		9
Musicians		2	4	3	4			1	3			4
Newsboys		1	1	1	2			1	1	1		2
Newspaper, mailing, folding, etc.	1			1	1			1	1			1
Oil cloth working	1				1			1	1			1
Oil refining	3	12	13	32	67	200 00	1	3	22	32	2	67
Painting	1	1		1	1	500 00	1		1	1		1
Paper bag making					1							1
Paper box making				1	1					1		1
Paper hanging					1	500 00	1					1
Paper making (straw)		16	18	9	43	6,575 00	17		25		1	43
Paper ruling		1	1	1	2			1	1	1		2
Pattern making		1	1	2	2			1	1	2		4
Paving					2							2
Peddling		1	2		1			1	2			1
Photo-engraving					1	3,000 00	1		1	3	1	6
Piano making	1		1	3	3			1	1	2		3
Plastering	16	32	40	26	5	3,000 00	3	8	64	26	5	122
Plumbing	3	3	4	10	1		1	5	10	1	1	18
Press feeding		2		8	1	120 00	1		2	8	1	12
Pressmen	1	2										1
Printing (color and block)	7	14	8	4	2	530 00	2	7	15	4	2	35
Printing (compositors)	1	1			1	100 00	1					1
Printing (tip)	1	1	1		1			1	1	1		3
Railroad employes					3							3
Rivet heating		1	1		1				1			1
Roofing (tin and slate)	12	5	6	29	9	13,150 00	3	9	10	29	1	61
Salesmen			1		1				1			1
Salt boiling		1	1		1				1			1
Sash, doors and blind making		3			1				1			1
Satchel and traveling bag making	2	3			11	1,000 00	1	2	3		3	11

*Also damaging 16 years business connection.

1As a result of this strike, one firm removed its works to New Jersey, in which its annual pay-roll is \$30,000.

LOSSES FROM INJURY TO GOODS OR MACHINERY IN STRIKES.

In the analysis of causes and results, the "loss from injury to goods or machinery by striking employés" is an important factor in estimating results of dissatisfaction or discontent in establishments. This is by no means a minor point, and the judicious employer will take it into account in the consideration of policy by concessions to dissatisfied employés. In the old-time quarrels between the parties to the labor contract, which were incident to the introduction of machinery, especially in England, the willful damage to machinery and machine-made goods was very frequent and led to special legislation. Such crime is so rare in this day that its mere suggestion provokes disbelief. One case of possibly willful damage was reported to this Bureau in the case of freight and an office on a steamship wharf in New York. It is only said that "incendiarism was suspected." The amount is stated at \$175,000. In time of excitement the extremest opinions find some currency, and it cannot be denied that such crime is possible. Only one hand among thousands is needed to do mischief, but the general absence of wanton damage shows that such an occurrence is not characteristic of a general desire for retributive injustice. In another case, "damage to machinery" in a slaughter-house, is mentioned, but there is no evidence whatever as to its having been willful, or even by an employé through lack of experience. The total loss for twenty-seven establishments is \$198,583; ten firms report that they are unable to estimate their loss; 604 answer no loss, and 545 leave answer blank; 557 make no report whatever.

For the year 1886, the loss from injury to goods and machinery by strikes was reported by twenty-four firms as \$64,020.

The sums stated as the measure of damage from the employment of unskilled labor are put at a total of \$43,590; this amount is given by twenty-eight firms, fifteen are unable to estimate, 574 report no loss, 557 no report, 569 blank. The damages from same cause in 1886 was \$8,575 suffered by twenty-three establishments. The sum for this year seems somewhat in excess of probabilities. On looking at the items, a sum of \$28,030 is charged as the sum of losses sustained by employment of inexpert longshoremen, of which \$20,000 is said to be sustained by one firm alone—a manifest exaggeration, unless it covers a meaning which is not apparent to the average reader.

It stands confessed that change in a large factory, or indeed in any line of business, from skilled to unskilled labor, implies certainty of loss and inconvenience, but it is remarkable that out of 144 cases, the numbers alleging loss should be so few, and the amounts, after deducting the large sum mentioned, should be so small. It implies a constant surplus of labor, both skilled and unskilled, which is only too probable in the greatest manufacturing and commercial city of the continent.

TABLE N.

TRADE OR INDUSTRY.	LOSS FROM INJURY TO GOODS OR MACHINERY BY STRIKING EMPLOYEES.						LOSS FROM INJURY TO GOODS OR MACHINERY FROM LACK OF EXPERIENCE OF NEW EMPLOYEES.					
	Yes.	No.	Cannot estimate.	Blank.	No report.	No strike.	Number of establishments.	Amount of money lost.	Number of establishments.	Amount of money lost.	Number of establishments.	Number of establishments reporting loss of money.
Artificial stone making.....												
Axe making.....	1				1		1					
Baking.....	7				13	1	2					
Barbers.....	2			21	16	2	43					
Bar-keepers.....				1	2	1	20					
Blacksmithing (helpers).....					2		2					
Boiler making.....				3	3		6					
Bookbinding.....				1	1		2					
Brass working.....	1	6		3			2					
Brewers (ale).....		10		19	4	3	25	\$200 00				
Brewers (lager).....		2		12	7		29					
Brewers (pilsener).....		10		12	7		16					
Bricklayers.....		12		12	9		29					
Brick making.....	1	6		18	8	6	45					
Bridge owners.....		1			1		5	50 00				
Brush making.....				1	1		1					
Butchers (beef).....	21	2		1		2	2					
Butchers (calf).....	11			4		1	3					
Butchers (hog).....	2			1		3	11					
Car builders.....	1			4	1		1					
Car employees.....				4	1	2	1					
Carpenters.....	70			77	27	54	228					
Carpet making.....	3				1		4					
Cartmen.....				5	1		1					
Cement making.....	3			1			2					
Cement masons.....					3		1					
Cement masons' laborers.....					4		2					
Chemicals.....	1						2					
Cigarette making.....	7			2			8					
Cigar making.....	1			11	7	24	50	6300 00				
Cigar packing.....					1		1					

[illegible]

q Slight.

g left unfinished. *d* Very little.
f Blank 1,033, no apparent loss.

a Only trifling. *b* A few hundred dollars. *c* Some losses through work on great many damaged goods that we were compelled to sell at a great loss.

NUMBER OF ESTABLISHMENTS CLOSED.

This is a most important summary, and presents at a glance the suspension of industries which takes place as an accompaniment to the strikes. If the policy and right reason of a strike are determined by the circumstances, it is also self-evident that the policy of resistance to a strike is open to the logic of facts and conditions. The strike is industrial war, and like other wars, is better avoided by wise concession, than precipitated by rashness or obstinacy. The closing, or even the temporary suspension of a business establishment is a public as well as personal loss. The fact that 635 establishments closed, and seventy-three partly closed, out of the whole number investigated, should be a sharp lesson to both parties in these issues, especially to those who have the power of avoiding the extreme issue. In the year 1886, there were 572 establishments reported closed.

TABLE O.

Number of Establishments Closed, or in which work was Partially Suspended, as a Result of Strikes, Lock-outs, Etc.

Axe making	1
Baking	4
Blacksmithing (helpers)	2
Book binding	5
Brass working	12
Brewers, (lager).....	2
Bricklaying	11
Brick making	12
Brush making	1
Butchers (beef).....	1
Butchers (calf).....	14
Butchers (hog).....	1
Car building.....	1
Carpenters	71
Carpet making	1
Cartmen	1
Cement making	3
Cement masons.....	1
Cement masons' laborers.....	1
Chemicals	1
Cigar making	7
Coachmen.....	1
Coal dealers.....	11

Color mixing (paints).....	1
Coopering.....	14
Coppersmithing	7
File makin	2
Fire extinguisher making.....	1
Firemen.....	1
Flour-mill hands.....	1
Framing	54
Furniture making	3
Glass making.....	9
Gold beating.....	2
Hod carriers (employers of).....	1
Horse shoeing.....	6
Housesmithing.....	5
Ice men.....	4
Iron working.....	24
Knit and woolen goods.....	3
Laborers.....	21
Lathing	1
Leather working.....	1
Longshoremen.....	28
Lumber handling.....	1
Machinists	5
Maltsters.....	1
Marble cutting	2
Messengers.....	2
Oil-cloth making	1
Oil refining.....	2
Painting	32
Paper bag making.....	1
Paper making (straw).....	1
Paper ruling.....	22
Paving.....	1
Piano making.....	1
Plumbing.....	23
Press feeders.....	11
Pressmen	9
Printing	28
Roofing (tin and slate).....	8
Salt boiling.....	1
Sash, blind and door making.....	8
Satchel and traveling bag making.....	1

Shawl making	1
Shirt making	3
Shoe making	6
Silk ribbon weaving.	5
Silversmithing	4
Sky-light and cornice making.....	52
Stage driving	1
Stair building	2
Stereotyping and electrotyping.....	2
Stone cutting	3
Stone cutting (blue)	1
Stone cutting (granite).....	18
Storemen.....	4
Suspender making	1
Terra cotta working.....	1
Tin can making.....	1
Torpedo making.....	1
Varnishing.	4
Wood carving.....	8
Wood working.....	2
Total	<u>635</u>

Seventy-three were only partly closed.

DISCRIMINATION AGAINST MEMBERS OF LABOR ORGANIZATIONS.

When an employer turns off an employé for a cause that effects the body of employées, and not for a cause personal, such as dishonesty or incompetency, it is looked on as an act of oppression, and the shop rises in his defense. The individual may perhaps have been active in promoting union interests, and so have become obnoxious to an employer. In that case his fellow-laborers rise up in his defense. It may happen that an employer or his foreman assigns a false cause for dismissal, the real cause being that he is too earnest a unionist. This is called "unjust discrimination," and leads to a strike. No fewer than 2,159 cases have come before this Bureau under this head for inquiry. The results have not been very conclusive; 844 have denied the impeachment, 834 have made no answer to the inquiry form, 310 no strike was answered, and in 171 the fact of discrimination was established. The results in 1886 were as follows: One hundred and fifty-two firms reported that they did discriminate; 1,118 reported no discrimination, and 787 establishments made no report on this subject.

TABLE P.
Discrimination as to Employés.

TRADE.	Yes.	No.	No strike.	No report.	Number of establishments investigated.
Artificial stone masons.....	1	1	1	1	1
Axe makers.....	1	1	1	1	2
Bakers.....	2	15	2	25	44
Barbers.....	4	4	16	16	20
Bartenders.....	1	1	2	2	2
Blacksmiths' helpers.....	1	1	5	7	7
Boiler makers.....	1	10	15	2	2
Bookbinders.....	1	23	6	29	26
Brass workers.....	1	7	9	16	29
Brewery employés (ale).....	1	14	2	14	16
Brewery employés (lager).....	4	25	18	24	31
Bricklayers.....	1	17	2	16	71
Brick yard employes.....	1	1	1	1	36
Bridge tenders.....	2	2	1	1	1
Brush makers.....	1	4	2	1	2
Butchers (beef).....	1	13	1	1	7
Butchers (calf).....	2	2	1	1	16
Butchers (hog).....	1	1	1	5	1
Car builders.....	14	132	29	61	7
Car employés.....	3	3	1	4	7
Carpenters.....	2	2	5	7	236
Carpet workers.....	1	3	3	4	4
Cartmen.....	1	1	3	4	4
Cement makers.....	1	3	3	1	7
Cement masons.....	1	3	3	4	4
Cement masons' laborers.....	1	1	1	1	4
Chemical workers.....	1	2	2	4	1
Cigarette makers.....	4	12	14	22	52
Cigar makers.....	1	1	1	1	1
Cigar packers.....	1	1	1	1	1
Clothing cutters.....	5	9	1	14	1
Coachmen.....	23	3	9	35	1
Coal drivers.....	1	1	2	1	1
Coal handlers.....	1	1	1	1	35
Collar and cuff makers.....	1	1	1	2	1
Color mixers (paints).....	1	23	6	37	67
Coopers.....	1	16	11	5	33
Coppersmiths.....	1	1	1	7	8
Derrickmen.....	1	2	2	3	8
Engineers.....	2	1	4	7	1
File makers.....	1	2	1	4	2
Fire extinguisher makers.....	1	2	1	2	1
Firemen.....	1	1	1	1	2
Flour mill hands.....	6	13	8	88	115
Framers.....	3	3	10	13	2
Furniture workers.....	1	1	1	1	2
Furriers.....	1	1	1	1	1
Gas fixture makers.....	1	11	1	14	1
Glass blowers.....	1	1	1	2	1
Gold beaters.....	4	4	1	5	1
Grain handlers.....	1	1	1	1	1
Grate setters.....	2	1	1	3	1
Grave diggers.....	2	1	1	1	1
Harness makers.....	2	2	1	5	1
Hat and cap makers.....	4	4	16	20	1
Hod carriers.....	9	52	57	31	149
Horseshoers.....	1	3	4	8	3
Housesmiths.....	8	8	4	20	6
Ice handlers.....	10	17	32	6	65
Iron workers.....	3	3	7	10	10
Knit and woolen goods.....	3	8	2	52	65
Laborers.....	al	6	6	7	7
Lathers.....	al	6	6	7	7

^a Hire only union men.

TABLE P—*Discrimination as to Employés—(Continued).*

TRADE.					Number of establish- ments investigated.
	Yes.	No.	No strike.	No report.	
Leather workers		3			3
Linemen (electric light)				1	1
Lithographers				1	1
Locksmiths	1	1		1	3
Longshoremen	37	42	39	23	141
Lumber handlers	1	4			5
Machinists	1	5	1	3	10
Maltsters		2			2
Marble workers		4		3	7
Messengers		5		3	8
Musicians				4	4
Newsboys		1		1	2
Newspaper mailers, folders, etc		1			1
Oil cloth workers		1			1
Oil refiners		3	2	1	6
Painters	5	14	8	39	66
Paper bag makers		1			1
Paper box makers		1			1
Paper hangers				1	1
Paper makers (straw)		1			1
Paper rulers	1	42			43
Pattern makers		1		2	3
Pavers		1		3	4
Peddlers		2			2
Photo-engravers		1			1
Piano makers		2		4	6
Plasterers				3	3
Plumbers	18	48	6	37	109
Press feeders	1	5		10	16
Pressmen		3	1	8	12
Printers (color and block)	1				1
Printers (compositors)	7	22	2	3	34
Printers (tip)		1			1
Railroad employés		1	1	1	3
Rivet heaters				1	1
Roofers (tin and slate)	7	17	10	27	61
Salesmen		1			1
Salt boilers		1			1
Sash, door and blind makers	1	9	1		11
Satchel and traveling bag makers		1			1
Servants				1	1
Shawl makers		1			1
Ship carpenters		2	1	1	4
Ship cellmen				1	1
Shirt makers		3	1		4
Shoe makers	1	5	4	8	13
Silk ribbon weavers	1	4	3	4	12
Silversmiths	3			3	6
Skylight and cornice makers	10	37		23	70
Stablemen				1	1
Stage drivers		1			1
Stair builders				3	3
Steam fitters				2	5
Stereotypers and electrotypers	1	1	1	2	5
Stone cutters		6		3	9
Stone cutters (blue)	1			1	2
Stone cutters (granite)	1	13	3	4	21
Storemen	2	7	9		18
Surgical instrument makers		1			1
Suspender makers				1	1
Tailors			1	5	6
Tanners		1			1
Telegraphers				1	1
Terra cotta workers		1			1
Theatrical employés				1	1
Tile layers		1	1	2	4
Tin can makers		3		1	4

TABLE P—*Discrimination as to Employés*—(Concluded).

TRADE.					Number of establishments investigated.
	Yes.	No.	No strike.	No report.	
Tin ware (stamped).....	1	.....	.....	1
Torpedo makers.....	1	1
Type foundries.....	1	1
Undervear.....	2	.....	.....	2
Ushers.....	1	1
Varnishers.....	2	.....	7	9
Vaseline workers.....	1	.....	.....	1
Waiters.....	3	.....	6	10	19
Watch case makers.....	1	.....	.....	1
Watchers (electric light works).....	1	.....	.....	1
Weighers.....	2	2
Wire workers.....	2	.....	.....	2
Wood carvers.....	2	1	12	15
Wood workers.....	1	.....	6	7
Grand total.....	171	844	310	834	2,159

BREACHES OF THE PEACE AND ARRESTS.

A satisfactory feature in our modern labor troubles is their avoidance of serious crime—a great contrast to the annals of years ago, particularly in other countries when labor disagreements were accompanied by riot and bloodshed. The arrests reported this year only amount to forty-eight for trivial causes, such as distributing boycott circulars, disorderly conduct, obstructing the sidewalk, etc.; the fines and penalties, where imposed, being equally trivial. Only one case of actual violence was reported, which was followed by conviction and three years of State prison. Whether this arose out of the strike, or whether a case of previous animosity, is not known.

The total number of arrests in 1886 was 371; 248 for assault, ten disorderly conduct, one for firing off a pistol, thirty-five for boycotting, eight for conspiracy, three for blackmail, and sixty-six for various causes.

TABLE Q.

Arrests and Disposition of Cases.

TRADE.	Arrested.	Charge.	Disposition of case.
Barbers	{ 1..... 2.....	Distributing boy-cott circulars Distributing boy-cott circulars	{ Put under \$100 bail. Dismissed by the judge.
Brassworkers.....	1.....	{ Distributing boy-cott circulars Distributing boy-cott circulars	{ Discharged.
Brick-yard employés	1.....	{ Distributing boy-cott circulars	{ Fined \$10.
Butchers (hog).....	2.....	{ Distributing boy-cott circulars	{ One awaiting trial; one convicted of assault and sentenced to 3 years in State prison.
Car builders.....	1.....	Disorderly conduct	Fined \$10.
Car employes.....	1.....	Disorderly conduct	Fined.
Carpenters.....	1.....	Disorderly conduct	Walking delegate fined \$10.
Cement masons.....	2.....	Disorderly conduct	Two were convicted.
Chemical workers...	3.....	Disorderly conduct	Dismissed.
Coal dealers.....	2.....	.....	{ Fined \$5; one was assaulted by a tramp and not by a workman.
Engineers.....	Yes .....	.....	Case was dropped.
Glass blowers.....	11.....	Disorderly conduct	{ Fined \$10. Held for grand jury which failed to indict.
Horseshoers	Yes	Disorderly conduct	{ Held for grand jury; 3 ran away to evade warrants; 1 declined to prosecute; discharged.
Iron workers.....	4.....	Disorderly conduct	{ Sentenced for 3 months; two sentenced for 3 months, and walking delegate held to bail for 6 weeks.
Laborers	Some	Disorderly conduct	Not yet settled.
Longshoremen	{ Yes	Disorderly conduct	{ Three answer some and one yes without giving numbers; one sentenced for 6 months, one for 2 months, some let out on bail, and others discharging on going before the judge.
Messengers	3.....	.....	{ One discharged, one discharged with reprimand, one imprisoned for 1 day.
Oil-cloth makers ...	Yes	Disorderly conduct	Dismissed.
Oil refiners.....	1.....	.....	Fined \$10.
Press-feeders.....	2.....	.....	Sentenced 30 days or \$300 bail
Printers	{ Some	{ For obstructing entrance to building and intimidating employees.....	{ Some were put under bonds; the 3 were discharged with caution not to repeat offense.
Shoe makers.....	{ Part of them Yes .....	.....	{ Two were fined and balance discharged; indicted by the grand jury in the second degree, pending.
Silk ribbon weavers..	2.....	.....	{ One fined \$20; 1 put under \$300 bail.
Store men.....	1.....	.....	Dismissed.
Tailors	1.....	{ Disorderly conduct insulting employer.	{ Not convicted.
Torpedo makers.....	Yes .....	.....	Judgment suspended.
Vaseline workers....	Yes .....	.....	Fined \$10 or 10 days.

NUMBER OF WOMEN AND GIRLS ENGAGED IN STRIKES.

The women and girls engaged in the strikes of this year foot up 5,015. It is pretty well known that in trade troubles the women follow the shop, and are prompt to take part with their associates. The notable instances in this table are 2,405 carpet workers from a great New York factory, the story of which is told on another page. One thousand two hundred and fifty-seven women and girls joined in the knit-goods strike; 402 shoe makers, 199 shirt makers, and 231 cigar and cigarette makers. During the year 1886, the number of women and girls engaged in strikes was 29,361.

TABLE R.

Number of Women and Girls Engaged in Strikes.

Trade or industry.	Number engaged.
Baking	49
Bookbinding	5
Brass working.....	8
Carpet making	2,405
Cigarette making	120
Cigar making	111
Collar and cuff making.....	20
Gold beating.....	19
Harness making	9
Hat and cap making	45
Knit and woolen goods.....	1,257
Newspaper mailing	25
Paper bag making	44
Paper box making	19
Paper ruling	5
Photo-engraving ..	9
Press feeding	26
Printing (book and job).....	44
Shawl making.....	70
Shirt making.....	199
Shoe making	402
Silk ribbon weaving.....	68
Silver working.....	17
Underwear	30
Watch case making	9
Total	5,015
1886.....	29,361

RETURNS BY COUNTIES.

In presenting a return of labor matters in this State, it is thought expedient to make a show of labor movements, so far as known, in the several counties, although this must be necessarily imperfect, seeing that this Bureau is not financially in a position to inaugurate any systematic inquiry into the industries carried on. The Bureau is, therefore, confined to a retabulation by district of those labor movements already inquired into. It would be more satisfactory if this table could be extended, as the Bureau would then be able to include the localization of many branches of industry seldom heard of, and also the labor employed in agriculture, which is now entirely unrepresented in this or any other statistical return of the State.

The total number of returns made in the several counties is 1,604. In 175 cases the numbers engaged in strikes were not given, while the total number engaged was returned at 51,731.

TABLE S.

Showing number of establishments affected and number of persons engaged in reported strikes, lock-outs, and boycotts in each county of the State during the year beginning November 1, 1886, and ending November 1, 1887.

County.	Number of estab- lishments.	Number engaged in strike.
Albany	68	3,742
Broome	1	32
Chemung	1	8
Dutchess	1	50
Erie	54	591
Essex	1	38
Greene	1	6
Herkimer	1	60
Kings	363	8,234
Monroe	100	2,083
Montgomery	2	25
New York	878	31,902
Niagara	7	93
Onondaga	6	204
Orange	27	252
Orleans	3	86
Oswego	9	126

County.	Number of estab- ments.	Number engaged in strike.
Queens	7	491
Rensselaer	27	1,282
Saratoga	2	88
Schenectady	3	159
Steuben	4	159
Suffolk	2	125
Ulster	10	735
Washington	2	74
Wayne	1	18
Westchester	23	1,068
	<hr/> 1,604	<hr/> 51,731

SUMMARY OF GENERAL TABLE.

This summary speaks for itself. It presents the results of the various movements aggressive or defensive, made by the several trades to obtain what they considered their rights.

The returns show, that out of 1,604 strikes in various trades, 694 were emphatically successful; with the addition of 190 compromised, we get a proportion of fifty-six per cent wholly or partially successful. This at first sight may be taken to indicate that a majority of strikes are rightfully undertaken; upon further consideration, however, it will be found to prove that the strikes were judiciously or luckily declared at the right moment, when the employers could not safely resist; in like manner the fact of so large a proportion being unsuccessful does not demonstrate the unreasonableness of a strike, or the soundness of an employer's position, but rather that the strike, however well founded, was precipitated at a wrong moment when the employer could afford to keep still and hold the position. Thus the success or non-success of a strike is not always to be predicated on its real merit. The reasonableness of a demand does not always determine its concession. Sometimes the necessity of the case, as for instance the suspension of contract work involving fines, may operate potently on the employer and force him to submission; on the other hand, the adoption or suspension of a trade rule, such as that of apprenticeship in the plumbing trade, may bring the whole body of employers into the accord and cohesion of a general interest.

It is a matter of great interest, however, to observe the unanimity and whole-heartedness of the workers in their self-abnegation and desire to promote the interest of each other; this is shown in the sympathetic strike; indeed in almost every strike a large proportion of workers go out for the good of others on the broad philanthropic principle of finding good in others good.

The lock-out when meant as a suspension of manufacture by employers on the ground of dull times and overstock, is of course a legitimate action by the employer, only it is not then called a lock-out, but goes as a shut down or a close up. When undertaken as a means of repressing just dissatisfaction and to anticipate action by the employés, it suggests the idea of forcing surrender by starvation.

Summary of General Table of Strikes, Lock-outs and Boycotts.

TRADE OR INDUSTRY.	Number of establishments reported on strike.	Number successful.	Number compromised.	Number doubtful.	Number unsuccessful.	Number pending.	Number of persons engaged in strike.	Number of persons refused work after strike.	Amount lost in wages.	Amount expended for relief and conduct of strike.	Estimated gain in wages for one year.	Loss to employers from all causes.
Artificial stone masons.....	1	1	...	...	...	...	8	...	\$256 00	...	...	...
Axe makers.....	1	1	...	...	1	...	65	...	5,000 00	\$480 00	...	...
Bakers.....	41	17	1	...	16	7	226	16	1,070 50	1,529 60	...	\$1,400 00
Barbers.....	20	11	...	...	...	9	36	6	54 00	30 00	...	392 00
Bartenders.....	2	1	...	...	1	...	5	5	...	30 00	\$1,235 00	...
Blacksmiths' helpers.....	6	3	...	...	3	...	196	10	879 00	...	312 00	...
Boiler makers.....	2	...	1	...	1	...	59	...	...	364 00	218 00	...
Bookbinders.....	26	21	2	...	3	...	547	9	5,915 25	...	1,466 00	...
Brass workers.....	26	3	1	...	22	...	1,666	55	124,670 29	4,160 00	...	600 00
Brewery employés (ale).....	16	12	...	...	3	1	334	52	2,718 00	5,198 00	32,234 80	3,725 00
Brewery employés (lager).....	29	29	...	...	...	...	290	2	303 00	...	18,774 00	...
Bricklayers.....	45	36	...	...	9	...	538	56	16,593 20	2,500 00	536 00	8,965 00
Brick-yard employés.....	33	13	...	...	20	...	2,211	114	49,415 00	700 00	15,600 00	6,775 00
Bridge tenders.....	1	...	...	...	1	...	...	...	704 00	237 00	...	...
Brush makers.....	2	1	1	...	1	...	13	13	2,443 00	...	1,256 00	5,500 00
Butchers (beef).....	5	1	...	1	3	...	80	37	1,944 00	300 00	3,328 00	...
Butchers (calf).....	15	4	8	...	3	...	34	28	800 00	550 00	...	...
Butchers (hog).....	3	1	...	...	2	...	62	...	1,700 00	1,000 00	...	...
Car builders.....	1	...	...	...	1	...	182	...	2,915 00	...	4,368 00	8,400 00
Car employés.....	5	4	1	...	...	...	2,152	175	49,036 31	8,704 00	130,710 00	62,270 00
Carpenters.....	*161	121	8	...	30	2	2,414	255	29,500 00	...	...	...
Carpet workers.....	3	...	1	...	2	...	3,765	...	358 50	...	6,156 00	...
Cartmen.....	7	4	...	...	3	...	134	...	1,018 75	2,694 00	...	...
Cement makers.....	4	1	2	...	1	...	277	...	28 00	...	7,733 75	...
Cement masons.....	3	2	...	...	1	...	2	...	630 00	43 00	...	...
Cement masons' laborers.....	4	3	...	...	1	...	70	10	5,000 00	500 00	...	...
Chemical workers.....	1	...	...	...	1	...	170	130	225 00	50 00	...	...
Cigarette makers.....	3	...	...	...	3	...	220	136	17,440 77	5,186 35	889 20	300 00
Cigar makers.....	26	12	...	...	14	...	634	268	...	...	...	...
Cigar packers.....	1	1	...	...	...	...	45	45	16,200 00	1,200 00	...	...
Clothing cutters.....	1	...	...	...	1	...	58	4	16 50	...	3,380 00	...
Coachmen.....	14	11	...	...	3	...	12	...	72 00	...	...	...
Coal drivers.....	1	1	...	...	...	...	...	...	...	...	...	...

* Boycott, only one firm.

Longshoremen	88	1	1	1	86	6,991	2,299	402,877 90	.....	.....	.....	412,349 00
Lumber handllers.....	4	.....	1	1	3	192	37	5,425 00	.....	349 00	.....	1,000 00
Machinists.....	9	1	1	1	7	569	288	20,119 30	.....	1,170 00	.....	500 00
Malsters.....	2	1	1	1	4	40	.....	500 00	.....	849 00	.....	.....
Marble workers.....	7	3	.....	.....	4	40	5	1,342 00	.....	185 00	.....	250 00
Messengers.....	8	.....	1	.....	7	206	52	49 25	.....	.....	.....	22 50
Musicians.....	4	.....	.....	.....	4	6	.....	.....	.....	.....	.....	.....
Newsboys.....	2	2	.....	.....	.....	140	.....	.....	.....	.....	.....	.....
Newspaper mailers, folders, etc.....	1	.....	1	.....	.....	55	.....	.....	.....	.....	.....	.....
Oil-cloth workers.....	1	.....	.....	.....	1	25	25	.....	.....	.....	.....	14,000 00
Oil refiners.....	1	.....	.....	.....	4	638	61	10,242 31	.....	.....	.....	3,000 00
Painters.....	54	36	4	.....	13	693	64	9,634 35	.....	51,233 00	.....	4,160 20
Paper bag makers.....	1	.....	.....	.....	1	63	50	500 00	.....	1,978 60	.....	.....
Paper box makers.....	1	.....	.....	.....	1	20	.....	.....	.....	1,400 00	.....	.....
Paper hangers.....	1	.....	.....	.....	1	20	.....	.....	.....	.....	.....	1,500 00
Paper makers (straw).....	1	.....	.....	.....	1	9	.....	.....	.....	.....	.....	.....
Paper makers.....	43	33	6	.....	4	259	16	2,878 50	.....	28,602 00	.....	500 00
Pattern makers.....	1	.....	.....	.....	1	12	.....	.....	.....	.....	.....	9,820 00
Pavers.....	4	3	.....	.....	1	23	5	1,658 00	.....	2,808 00	.....	.....
Peddlers.....	2	.....	.....	.....	.....	50	.....	.....	.....	.....	.....	.....
Photo-engravers.....	1	.....	.....	.....	.....	30	10	500 00	.....	.....	.....	.....
Piano makers.....	1	4	1	.....	.....	185	.....	6,000 00	.....	1,560 00	.....	3,000 00
Plasterers.....	5	2	.....	.....	.....	15	.....	.....	.....	.....	.....	.....
Plumbers.....	109	20	3	.....	86	1,113	287	250,218 00	.....	99,488 71	.....	83,200 00
Press feeders.....	17	7	2	.....	8	246	64	3,436 43	.....	54 00	.....	.....
Pressmen.....	11	5	1	.....	5	120	92	4,178 98	.....	300 00	.....	120 00
Printers (color and block).....	1	.....	.....	.....	1	78	.....	2,500 00	.....	1,500 00	.....	.....
Printers (compositors).....	33	4	18	.....	11	933	384	25,079 17	.....	215 00	.....	14,905 00
Printers (tip).....	1	.....	.....	.....	1	7	.....	100 00	.....	.....	.....	400 00
Railroad employes.....	1	.....	.....	.....	1	31	21	515 15	.....	.....	.....	.....
Rivet heaters.....	1	.....	.....	.....	1	19	.....	38 00	.....	12 40	.....	.....
Roofers (tin and slate).....	32	16	9	.....	7	576	21	18,688 50	.....	24,058 00	.....	27,600 00
Salesmen.....	1	.....	.....	.....	.....	53	*53	.....	.....	.....	.....	.....
Salt boilers.....	1	.....	1	.....	.....	60	.....	1,200 00	.....	.....	.....	.....
Sash, door and blind makers, satchel and traveling bag makers.....	8	2	.....	.....	6	222	15	4,509 00	.....	.....	.....	2,000 00
Servants.....	1	.....	1	.....	.....	4	1	220 00	.....	.....	.....	.....
Shawl makers.....	1	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....
Ship carpenters.....	3	2	.....	.....	140	.....	.....	3,500 00	.....	.....	.....	5,000 00
Ship celimen.....	1	.....	.....	.....	115	.....	.....	1,500 00	.....	.....	.....	.....
Shoe makers.....	3	.....	.....	.....	300	.....	.....	.....	.....	.....	.....	.....
Shoe makers.....	9	5	1	.....	210	.....	207	21,000 00	.....	5,460 00	.....	500 00
Silk ribbon weavers.....	7	5	2	.....	988	361	8	36,400 00	.....	17,712 00	.....	73,765 00
Silversmiths.....	6	.....	.....	.....	330	.....	5	14,570 00	.....	5,126 00	.....	5,360 00
Skylight and cornice makers	70	12	17	.....	456	752	33	66,498 00	.....	2,496 00	.....	.....
Stablemen.....	1	1	.....	.....	41	.....	.....	19,475 38	.....	59,127 00	.....	30,860 00

* Employed elsewhere.

Summary of General Table of Strikes, Lock-outs and Boycotts — (Concluded).

TRADE OR INDUSTRY.	Number of establishments reported on strike.	Number successful.	Number compromised.	Number doubtful.	Number unsuccessful.	Number pending.	Number of persons engaged in strike.	Number of persons refused work after strike.	Amount lost in wages.	Amount expended for relief and conduct of strike.	Estimated gain in wages for one year.	Loss to employers from all causes.
Stage drivers.....	1	1	.....	.....	.....	.....	90	.....	\$180 00	.....	.....	\$700 00
Stair builders.....	3	3	.....	.....	.....	.....	35	15	.....	.....	.....	.....
Steam fitters.....	5	4	.....	.....	1	.....	41	5	557 50	.....	.....	.....
Stereotypers and electro-typers.....	3	3	.....	.....	.....	.....	18	.....	696 00	.....	.....	.....
Stone cutters.....	7	6	.....	.....	1	.....	121	4	14,223 00	\$1,008 00	\$3,120 00	51,000 00
Stone cutters (blue).....	1	.....	.....	.....	.....	.....	48	.....	1,000 00	.....	.....	11,000 00
Stone cutters (granite).....	18	2	15	.....	.....	.....	112	2	1,978 00	.....	18,417 00	1,933 00
Storemen.....	8	.....	.....	.....	8	.....	443	20	30,752 50	.....	.....	65,000 00
Surgical instrument makers	1	.....	1	.....	.....	.....	72	3	10,000 00	2,166 57	.....	.....
Suspender makers.....	1	.....	.....	.....	1	.....	40	.....	1,700 00	.....	.....	.....
Tailors.....	5	3	.....	.....	1	.....	52	17	.....	26 00	.....	.....
Tanners.....	1	.....	.....	.....	1	.....	9	9	.....	.....	.....	.....
Telegraphers.....	1	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Terra cotta workers.....	1	.....	.....	.....	1	.....	98	10	1,100 00	.....	.....	.....
Theatrical employees.....	1	1	.....	.....	.....	.....	4	.....	.....	.....	.....	.....
Tile layers.....	3	.....	.....	.....	3	.....	26	10	315 00	.....	.....	.....
Tin can manufacturers.....	4	1	.....	.....	3	.....	186	.....	860 00	.....	.....	.....
Tinware (stamped).....	1	1	.....	.....	.....	.....	100	.....	.....	.....	.....	.....
Torpedo makers.....	1	.....	.....	.....	1	.....	20	6	25 00	.....	.....	.....
Typefounders.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Underwear.....	2	1	.....	.....	1	.....	30	10	30 00	.....	2,147 00	.....
Ushers.....	1	.....	.....	.....	1	.....	8	.....	.....	.....	.....	.....
Varnishers.....	9	4	1	.....	4	.....	386	108	14,667 25	305 00	6,188 00	10,000 00
Vaseline workers.....	1	.....	.....	.....	.....	.....	79	79	3,950 00	.....	.....	15,000 00
Waiters.....	13	3	.....	.....	9	1	126	98	257 00	400 00	.....	.....
Watch case makers.....	1	.....	.....	.....	.....	.....	81	26	3,000 00	.....	.....	5,000 00
Watchers, electric light wks.	1	.....	.....	.....	1	.....	14	.....	.....	.....	.....	.....

Weighters (U. S.).....	1	1	...	...	...	700	...	11,500 00	...	...	...	...
Wire workers.....	1	1	...	...	...	2	...	1,700 00	...	392 00	...	...
Wood carvers.....	13	8	...	...	...	89	12	1,536 00	...	12 00	100 00	...
Wood workers.....	7	5	...	...	...	208	...					~ 1,000
Totals.....	1,604	694	190	...	...	51,731	8,176	\$2,013,229 45	\$217,069 78	\$944,632 55	\$1,102,576 70	
Totals for 1886.....	2,061	751	426	212	534	127,392	6,391	2,552,554 00	329,080 00	1,420,885 00	1,644,812 00	
Totals for 1886 and 1887.	3,665	1,445	616	212	1,220	179,123	14,567	\$4,565,783 45	\$546,149 78	\$2,365,517 55	\$2,747,388 70	

BUILDING TRADES.

The action and condition of the building trades, including as they do some of the highly skilled workmen, and also those who by reason of their comparative independence of foreign competition, earn the highest wages, are of great importance in the summary of trade movements.

The following statements of buildings under construction or completed in the cities of New York and Brooklyn, furnished to this Bureau, are as follows :

The Bureau of Inspection of Buildings for the city of New York furnishes under date December 1, 1887, the following:

Statement of proposed new buildings and estimated cost thereof from November 1, 1886, to October 31, 1887, and number of buildings completed during same period:

Number of proposed new buildings.....	4,376
Estimated cost	\$68,073,157
Number of buildings completed.....	3,664
Number of buildings in progress October 31, 1887	3,026

The returns by the Building Department of Brooklyn show the number of permits for new buildings and their estimated cost from November 1, 1886, to October 31, 1887 ; also, the number of buildings completed during the same period, and the number in course of erection, as follows :

Permits for new buildings	4,242
Estimated cost	\$20,007,028
New buildings completed.....	3,734
Estimated cost	\$16,929,206

Brick buildings in course of erection.....	903
Frame buildings in course of erection.....	530
Total	1,433

ARTIFICIAL STONE MASONS.

This strike in one establishment, was to assist the strike of the cement masons' laborers; 8 workers were engaged; the strike lasted 9 days; loss of wages, \$256. There was no formal settlement, but the masons' laborers' strike was successful.

BRICKLAYERS.

Forty-five strikes in this trade were reported during the past year for various causes. Forty-five reports were received involving 538 workers, 56 of whom lost positions; 96 men remained at work. Results: Successful, 36; unsuccessful, 9; loss in wages, \$16,593; cost to unions, \$2,500. Two boycotts were reported. Below is given the detailed statement as to causes, results, etc.:

Reduction of hours, 30; of which 29 were successful; number engaged, 359; 1 unsuccessful; number engaged, 40; lost positions, 21; loss in wages, \$2,340.

To assist carpenters, 2; successful; number on strike, 13; loss of wages, \$50.

To assist derrickmen, 1; successful; number on strike, 40; loss in wages, \$450.

Increase of wages, 1; threatened; successful.

Refusal to recognize union rules, 5; 1 successful; 4 unsuccessful; number on strike, 51; loss in wages, \$182.70.

To assist plumbers and painters, 1; unsuccessful; number on strike, 35; loss in wages, \$140.

To assist marble workers, 1; successful. Duration of strikes, 1 firm reports 1 day; 1 for 1½ days, with 13 employés; 2 for three days, with 54 men; 2 for 12 days, with 36 men; 33 for 15 days, with 359 men; and 1 for 128 days, with 40 men. Two firms reported boycott; result, 1 unsuccessful, 1 pending. Mode of settlement, successful, 36; 1 by conciliation with employés; 35 by conciliation with labor organization; abandoned, 9.

ROCHESTER.

In the spring of 1886, the journeymen masons of Rochester notified the employers that they thought nine hours a sufficient day's work. After deliberation and debate, the employers accepted the idea to the extent of consenting to try it for that season. At the close of the year the question was again brought up for reconsideration, and in a meeting of the Employers' Association the employers announced that, "from a careful compilation of the

cost of building and street improvements made in the year 1885, when masons and laborers worked ten hours in each day, and comparing with a like quantity of work done in 1886, we find the cost to the people of our city to be nearly \$300,000 more on account of the nine hour day. This, too, when only one branch of the building trade has adopted the nine hours' system," and for which and other reasons it was resolved, "on and after the first Monday of April, 1887," to resume the ten hours a day.

When the time came to settle wages and hours for spring work, the employers offered 50 cents extra for the tenth hour. The men declined the extra price, though it was about the rate, and stuck to their nine hours at \$3.00. The result was a lock-out by the employers.

The men seem to have been actuated by a sense of equity and fair dealing. There was no disposition to make difficulty; they did not seek increased wages, but preferred shorter hours. Some good letters were written in the men's interest. It was shown that with 460 masons in the city, the non-acceptance of the extra hour's pay would make a difference of \$38,640 in the season's wages receipts. The employers, on their part, except in the compulsory measure of a lock-out, seem to have acted with moderation; they did not seek to bring in outside labor, their fear was that they should drive away trade and prevent the erection of new buildings, as capitalists would naturally object to delay in the completion of work once started.

Ultimately a friendly settlement was effected between committees chosen by both parties. The terms of settlement were that nine hours should be considered the regular day, but if necessary an extra hour should be put in at 50 cents, the men being allowed an intermission of five minutes at 5 o'clock; the necessity for the extra hour to be settled by arbitration, in the event of dispute.

An address by "Mechanic," published in a Rochester paper, sets forth in a clear and intelligent and temperate manner the reasons for short labor hours:

To the Editor of the Post-Express:

Allow me to put a few plain facts before the people of Rochester concerning the so-called strike of the masons of the city of Rochester. The masons are not on a strike. This is merely a strike of the contractors, who are not willing that a man who works hard by the day should have any rest, save such as they want to give him. The work

in all building trades is very laborious, and requires good strong arms and a good strong body to back them to do the work that is required of them. After a man has worked a number of years at the mason trade he commences to lose the muscle that once helped him through. It is quite hard for a weak man or an old man to rise at 5 o'clock in the morning and do his chores around his humble home—if he has got one—eat his breakfast and travel two or three miles to his daily labor, since he must get there so as to be on the scaffold by 7 o'clock. Maybe he will have to climb from one to six long ladders to reach the scaffolding. He may be a little slow in laying his brick, or he may be a “corner man;” it makes no matter where he is, he has to jump to keep up with the others. At noon he goes down the ladder to eat his cold lunch, and he must be back on the scaffolding again when the whistle blows time. When he quits at night he goes home; not to the beer shops to get drunk, as was said in one of the papers—a statement some man made who don't know everything—but home to his family. He eats his supper and reads his paper, if his lame back will allow him; for I must say, most all masons are troubled that way, caused from bending over and getting wet from rains and other exposure. He goes through the same weary round year after year, till he can't keep his end up; then he has to take what he can get to do by jobbing around. If this same man had in his youth less hours of labor imposed on him, and if he could have attended night schools, to cultivate his mind, he might have done some business for himself, and made life easier for himself and family. If the man breaks down from overwork, so does his wife, and what is the consequence—the poor-house or the kindness of friends to sustain them the little time left them to live. Now, let us have fair play and give the masons a chance. The year 1886 was the best that was ever witnessed by the masons of Rochester since it was settled. The men went home early; they worked cheerfully and tried to work for the interest of their employers. They did better work and all any mason got in Rochester, outside of the foremen, was three dollars a day and they were satisfied. They went home happy and contented, and instead of going to the beer shops those that own homes of their own tried to make them look tasty and nice. All the masons of Rochester want this year, Mr. Editor, is the same that they had in 1886, and I think the public will agree with us and not condemn us unheard. Let the people see both sides of the question, and judge who is right and who is wrong. Is it not right to go forward in the nineteenth century and not go backward? Let the workingmen and tax-payers of the city of Rochester have a chance and let peace and good will prevail between the employer and the employed.

The question between the Rochester employers and their men was not one of wages. The men were satisfied with their pay, but they preferred a nine hour day to the added gain of the extra hour. This is a point of peculiar interest and invites a consideration of the gain to the worker from the extensive use of machinery as also the provision for the unemployed which is an incident of the short hour movement. The effect of the nine hours when accepted as the time rule was to increase the number of workers in actual employment and also to advance wages. On the other hand, the Albany workmen preferred ten hours and addition to pay.

ARTICLES OF AGREEMENT

made this 20th day of April, 1887, by and between the Masons and Street Contractors' Association of the city of Rochester, and the Bricklayers, Plasterers and Stone Masons' Union of said city, by their committees duly empowered :

ARTICLE I.

Resolved, That nine hours shall constitute a day's work for bricklayers, plasterers and stone masons, at \$3.00 per day; and it is further resolved that for the season of 1887, an hour of overtime shall be worked each day of the week, if necessary, and the extra hour shall be paid for at 50 cents per hour, it being mutually understood that an intermission of five minutes shall occur after 5 o'clock P. M. It is further agreed, if the necessity of extra work cannot be decided by the contractor and his employés, then it shall be referred to the arbitration committee, to be appointed by both parties, and their decision shall be final.

ARTICLE II.

It is mutually understood in the discussion between the committees, that common sense and honest intent shall govern the men and contractors in the exact moment of quitting and leaving work unfinished when a few moments of work is necessary to complete the work of the day.

ARTICLE III.

Leaving work in an unsafe condition is provided for in masons' rules, and such action is not only called for, but not permitted by them.

ARTICLE IV.

The time taken for the noon hour to be left to the wishes and convenience of the contractor and his men, in the fall and spring seasons.

ARTICLE V.

The number of apprentices to be allowed to each contractor shall be left to the committee of arbitration.

ARTICLE VI.

It is agreed that men may be sent from one contractor to another, if agreeable to the men; but the matter shall not be compulsory, and no man shall be discharged or refused work because he does not go.

ARTICLE VII.

It is agreed that brick floors laid in sand and then grouted, can be laid by any one the contractor may deem fit; but brick floors laid in cement is mason's work, and must be laid by masons.

ARTICLE VIII.

The matter of laying all sewer bottoms is to be left to the employer and his employé to adjust.

ARTICLE IX.

Cement and concrete work to be left at the option of the contractors.

ARTICLE X.

Pointing stone walls and floating plastering shall be mason work, and shall be done by masons.

ARTICLE XI.

Old employés applying for work shall be employed before new men are hired.

ARTICLE XII.

No mason contractor shall employ a non-union mason or suspended member of the Bricklayers, Plasterers and Stone Masons' Union, after due notification.

ARTICLE XIII.

Should any difference arise between employers and employés, the same shall be referred to the arbitration committee for settlement before any strike or lock-out shall be made.

(Signatures.)

.....

No. 408. This employer remarks: "We will not as an association deal with the Knights of Labor. Trade Unions we recognize when not associated with the Knights of Labor or organizations that hold principles hostile to the spirit of the Constitution of the United States."

No. 398. Remarks by employer: "I think that a system of working and paying for work done by the hour, and let the men work as many or as few hours as they choose or could agree on, would work the most satisfactory to both parties. The mason trade here has not yet embraced the Saturday half-holiday; but I think that in a short time they will do so. I for one shall be glad to see it. Work here at the present time is plentiful, and I think that the demand for good masons will cause the wages before long to increase."

No. 1181. This employer remarks: "We think it would allay this growing spirit of selfishness and discontent if our legislators would try denominational schools so that our children may be timely taught God's rights and man's duties, according to the proverb, 'bring up a child, etc.'" The writer adds that "As society is at present constituted, it is as necessary for men to have a union to insure a regularity in wages and the hours to be worked, as it is to have a standard of weights and measures."

No. 383 says: "I always worked my men ten hours until this last spring, but could not do all the work I could take last year, on account of want of skilled masons; but this year I am working them nine hours, and have all the labor I want, and more will work for me when the contracts come in. I find less fault from persons building this year at \$3.50 per day of nine hours, than I have heretofore when I worked ten hours. I think the trouble with masons is settled for good in Rochester, unless they make new demands, as nearly all are working on the nine hours plan."

No. 362 remarks: "I am able to work two men besides myself, and I find that nine hours is all that I want to work, and thirty-three and one-third cents is little enough to live on. We can now know our wives and children, and that is worth considerable. Any man, in my judgment, that leaves his home at 6 A. M., and returns at 6 P. M., and worked faithfully, has done enough for one day; and I thought that what was good for me was also good for my men, and on that I keep right along, and we were both benefited."

No. 799 remarks: "There is a strike going on in this city at present. It is the German Laborers' Union, and we have some of their men working for us, and were paying them \$1.75 for nine hours, and said they were satisfied, but had to go out on strike until all men, whether worth \$1.75 or not, got it for nine hours. There were several men assaulted by the strikers. As far as I can see, all the mechanics and laborers, etc., want to be their own masters, whether with the brains or without the brains or money. I have no doubt that some masters do not give their men quite justice; but as a general thing they do."

A document issued by the executive committee of the Bricklayers, Plasterers and Stone Masons' Union is full of interest, setting forth, as it does, the wages and hours in many leading cities:

Denver, Colorado, 9 hours	\$3 60
Hartford, Connecticut, 9 hours	3 60
Bridgeport, Connecticut, 9 hours	3 50
Britain, Connecticut, 9 hours	3 50
Hartford, Connecticut, 9 hours	3 50
New Haven, Connecticut, 9 hours	4 00
New Haven, Connecticut, 9 hours	4 50
Waterbury, Connecticut, 9 hours	4 00
Fort Wayne, Indiana, 9 hours	4 00
Des Moines, Iowa, 9 hours	4 05
Sioux City, Iowa, 9 hours	4 05
Covington, Kentucky, 9 hours	4 05
Baltimore, Maryland, 9 hours	3 15
Springfield, Massachusetts, 9 hours	3 24
Holyoke, Massachusetts, 9 hours	3 51
Northampton, Massachusetts, 9 hours	3 51
Worcester, Massachusetts, 9 hours	3 51
Grand Rapids, Michigan, 9 hours	3 51
Detroit, Michigan, 9 hours	3 51
East Saginaw, Michigan, 9 hours	2 70
Muskegon, Michigan, 9 hours	3 51
St. Paul, Minnesota, 9 hours	3 60
Minneapolis, Minnesota, 9 hours	3 60
St. Louis, Missouri, 8 hours	4 05
Omaha, Nebraska, 9 hours	4 50
Jersey City, New Jersey, 9 hours	3 25
Paterson, New Jersey, 9 hours	3 25
Newark, New Jersey, 9 hours	3 50
Hoboken, New Jersey, 9 hours	3 50
Orange, New Jersey, 9 hours	3 50
Elizabeth, New Jersey, 9 hours	3 50
Camden, New Jersey, 9 hours	3 50
Mont Clair, New Jersey, 9 hours	3 50
Bayonne City, New Jersey, 9 hours	3 50
New Brunswick, New Jersey, 9 hours	3 50
Brooklyn, New York, 9 hours, 8 hours Saturday	4 05
Brooklyn, New York, 9 hours, 8 hours Saturday	4 05
Albany, New York, 9 hours, 8 hours Saturday	4 05

New York city, 9 hours, 8 hours Saturday	\$4 05
Newburgh, New York, 9 hours, 8 hours Saturday	4 05
Cohoes, New York, 9 hours, 8 hours Saturday	3 87
Troy, New York, 9 hours, 8 hours Saturday	4 05
Jamestown, New York, 10 hours	3 50
Buffalo, New York, 10 hours	3 00
Rochester, New York, 9 hours	3 00
Cincinnati, Ohio, 9 hours, 8 hours Saturday	4 50
Toledo, Ohio, 9 hours	4 05
Cleveland, Ohio, 9 hours	3 51
Canton, Ohio, 9 hours, 8 hours Saturday	3 15
Akron, Ohio, 9 hours, 8 hours Saturday	3 15
Hamilton, Ontario, 9 hours, thirty-one cents per hour	2 79
Toronto, Ontario, 9 hours, 31 cents per hour	2 79
London, Ontario, 9 hours, 8 hours on Saturday, thirty cents per hour	2 70
Pittsburg, Pennsylvania, 9 hours	3 50
Reading, Pennsylvania, 9 hours	3 50
Providence, Rhode Island, 10 hours	3 00
Pawtucket, Rhode Island, 10 hours	3 00
Charleston, South Carolina, 9 hours	4 00
Memphis, Tennessee, 9 hours, 8 hours Saturday	4 50
Richmond, Virginia, 10 hours	4 00
Wheeling, West Virginia, 10 hours	4 00
Washington, District of Columbia, 9 hours, 8 hours on Saturday	4 50
Norfolk, Virginia, 10 hours, 8 hours on Saturday	4 50
Roxbury, Massachusetts, 9 hours, 8 hours on Saturday	3 50
Charleston, West Virginia, 9 hours	4 00
Wilmington, Delaware, 9 hours	3 50

BRICKYARD EMPLOYÉS.

The employés in 33 brickyards struck to the number of 2,211 men, 114 of whom lost positions. Thirteen strikes were successful and twenty were unsuccessful; 175 men refused to strike and continued at work. One case of boycott is reported. Wages lost, \$49,415; lost to union, \$700; employers report a total loss of \$6,775 by reason of the strikes; estimated gains for one year, \$15,600. The causes, results, etc., in detail, are as follows:

For increase of wages, 19; successful, 1; unsuccessful, 18; number engaged, 941; lost positions, 14; loss in wages, \$29,615.

For increase of wages and recognition of K. of L., 8; successful; number engaged, 500; cost to union, \$4,500.

Opposed to contract system, 1; successful; number engaged, 200; loss in wages, \$3,300; estimated gain, \$12,600.

To assist other trades, 1; unsuccessful; number engaged, 120; lost positions, 100; loss in wages, \$8,000; cost to union, \$700.

Employment of non-union men, 2; successful; number engaged, 400; loss of wages, \$400.

Obnoxious rules, 1; successful; number engaged, 50.

Refusal to recognize K. of L. rules, 1; unsuccessful. Mode of settlement—1 conciliation with employes; 2 conciliation with labor organizations; 10 no formal settlement; 20 abandoned.

Last year the brick makers at Verplanck's Point struck for an advance in wages which they obtained after a reference to arbitration. A difficulty afterwards arose because the men refused to load brick on to vessels not manned by Knights of Labor; the result to the employing brick makers was the loss of several cargoes.

In the spring of 1887 the brick masters were resolved not to again be caught in that trap; they continued the advanced wages, but they stipulated that the laborers should load brick on to any vessels hired by the employers. This was refused by the men; therefore the yard-owners shut down, and about 700 men were thrown out of employment at Verplanck's.

The Central Labor Union upon hearing representatives of the brick makers promised aid and protection and declared that only union men could be employed, either in yards or boats, and that they would follow and boycott all bricks shipped from the Verplanck yards. In answer to this the manufacturers met in June and organized for mutual support and protection.

At this time it is stated that the Verplanck's owners were paying higher wages than any other firms on the river, the whole matter in dispute at Verplanck's being as to loading the vessels, which the men considered was equivalent to an order to abandon their union.

On May 17, a demand was made in a number of yards along the Hudson for advanced pay, and this being refused there was a strike. How far this was in sympathy with the Verplanck's men does not appear, but it is asserted that the strike was urged and supported by delegates from New York, although a prominent Knight residing at Rondout is reported as saying:

"The Knights of Labor have had nothing to do with this strike; if it was a K. of L. affair a different course would have been pursued.

They would have notified the manufacturers by handing them the scale of wages wanted, and giving them a week's notice. Then the matter would have been left to the Executive Board of the K. of L. to settle with the manufacturers. It is true there are a number of K. of L. in the strike, but it was against their wishes that the strike took place, without giving the manufacturers a week's notice. But the Knights being in the minority, and the 'scabs' in the majority, they went reluctantly from the yards."

The strike was orderly, and without threats or violence; only a strike to enforce a demand for better wages, which the men found could not be sustained, and so the strike was declared off, and work was resumed on the twentieth. The supplementary explanation was that some of the men had got an idea that the bosses were making money fast, trade was very brisk and thus the employers would give an advance rather than have any hitch in business.

Later in the season there was trouble in consequence of the introduction of foreign cheap labor—non-unionists, of course.

Peck & Martin, the well known brick and material dealers of New York city, also had trouble which culminated in boycott proceedings.

No. 360. Employers remark: "We hire brickyard at Verplanck's, but have done no work this season except to ship our brick to market which we manufactured last year. We have been ready and willing to commence operations for three months past, but have been unable to procure laborers. Substantially, all the labor at this place is controlled by the organization of the Knights of Labor. They refuse to work for the wages we offer them and they will not allow non-union men to take their places. Under the protection of the sheriff of Westchester county we succeeded in loading our last season's brick with non-union men; but we have no present expectation of manufacturing brick this year."

No. 353. Employer remarks: "The above questions do not suit our trouble here and therefore but few of them can be answered. In my estimation about nine-tenths of the workmen here are Knights of Labor, and the others are obliged to act with them; some time in March we were notified through the mail to meet the committee and make an agreement for the coming year. The brick makers got together and concluded that they had all the agreements they wanted with the Knights of Labor. Last year when they refused to abide by the decision of the Arbitration Board, after agreeing with the brick

makers and Mr. Donovan to do so, the brick makers said we will pay \$1.50 per day until we commence to manufacture; the men would not allow any others to work, as they both coaxed and drove them away after we bringing them here to ship our brick, which we did with the aid of the sheriff."

CARPENTERS.

In this trade, 161 strikes have been reported, with one instance of boycott. Of these, 121 were successful, 8 compromised, 30 unsuccessful, and 1 pending; 2,414 persons were reported as engaged in strikes, of whom 175 lost positions; loss in wages, \$49,036.31; expended by union, \$8,704; estimated yearly gain in wages, \$130,710. The causes and details of strikes are as follows:

To assist plumbers.—Seven strikes, and numbers engaged, 169; successful; loss in wages, \$1,274.88; loss to union, \$490.

Employment of non-union men.—Seven strikes; number engaged, 55; lost positions, 9; successful, 1; unsuccessful, 5; pending, 1; loss of wages, \$262.

Refusal to recognize union rules.—Eleven strikes, 3 successful, 2 compromised, 6 unsuccessful; number engaged, 317, of whom 31 lost positions; loss of wages, \$2,729.13; estimated gain of wages, \$5,606.

Reduction of hours.—Forty-seven strikes; successful, 36; compromised, 5; unsuccessful, 6; number engaged, 592; lost positions, 39; lost in wages, \$16,614.30; cost to union, \$1,005; estimated gain in wages, \$29,297.

Increase of wages.—Eighty-one strikes, of which 9 were unsuccessful; 1,051 were engaged in strikes, of which 52 lost positions; loss in wages amounted to \$25,322; loss to unions, \$7,195; estimated gain in yearly wages, \$95,807.

Increase of wages and reduction of hours.—One; 11 engaged.

To assist marble workers.—Five strikes; 110 engaged, of which 42 lost positions; 2 successful; 2 unsuccessful; loss in wages, \$2,364; loss to union, \$150.

To assist lathers.—One unsuccessful; engaged in strike, 5; loss of wages, \$21.

To assist electricians.—One; engaged in strike, 100; loss of wages, \$350. To all other questions no replies.

NEW YORK CITY.

Just at the close of 1886 the United Order of American Carpenters and Joiners decided on notifying the New York trade as follows: "On and after January 1, 1887, nine hours shall constitute a day's

labor ; also on and after May 1, 1887, nine hours shall constitute a day's labor at \$3.50 per day." Many of the firms notified accepted the rule in good faith, some submitted to necessity, while there were yet others, especially some who had shops out of town and transported material to the city, who would not adopt the rule except under pressure. Some little delays occurred, of course, from the action of individual firms who did not recognize the expediency of succumbing too easily to a demand however strongly enforced. In the first week of April a meeting of master carpenters was held in Brooklyn, at which resolutions were adopted affirming a previous resolution:

"That 33 cents per hour be paid to the men for a days work of nine hours for five days of the week and eight hours on Saturday, the men to receive the same pay for the eight hours on Saturday as they would for the nine hours on other days; the men to come to the shop for their pay so long as they work within the city limits."

The strikes both in New York city and Brooklyn were almost unnecessary during the early part of the season, but the employment of non-union men was perhaps the most frequent cause.

A notable incident in the trades history of the year was the resolution of the United Building Trades to combine for mutual protection against the "walking delegate." In pursuance of this a committee of twenty-two was appointed to consider the matter and to draft a scheme for suppressing the alleged grievance. That the walking delegate is an important functionary, helping to maintain and defend the rights of united labor, is not to be denied. But he is a coercive power and like the policeman not always welcome when carrying out his functions. In one case, which met some attention from the press, the carpenters' delegate appeared at a building in East Seventeenth street, New York, and ordered a strike on the ground that the men were receiving wages below the union scale. The employers promptly submitted, but the men could not get back to work for some days because the delegate could not be found.

This same delegate was brought before a New York city police justice in another case and held for trial on the complaint of a carpenter who had been turned out of his union for non-payment of a fine. The delegate had found him at work and had demanded his discharge, which being refused, he had declared a strike, which had only been avoided by the man quitting work.

Louis H. Williams, Fourteenth street, New York, (since deceased) was a builder and carpenter in extensive business. At the close of 1886 a strike was ordered on all buildings under his direction. The ground of strike was that he was paying wages below the scale, also that he employed non-unionists. Mr. Williams had, as he stated at the time, thought over the labor question and had reached a conclusion that profit-sharing might be a solution, to some extent, of labor troubles, and his employés, both union and non-union, were influenced by his views and had accepted his proposition. What the arrangement was is not known, but he seems to have paid wages varying from \$3.25 to \$5.00 per diem. The union, however, demanded that he should pay a uniform wage of \$3.50 and should discharge all non-unionists, although it is said that his men were content with the sharing system already adopted. The union declared a strike, which was duly reported at the Central Labor Union in the month of January, but to which the employés would not submit. Mr. Williams had many buildings on hand and employed about 150 men. The executor of the Williams estate has made answer to the inquiries of this Bureau as follows:

"The questions are based upon the assumption that there was a strike or lock-out. There was *none*. The delegate ordered the union men to strike. Only 2 out of 30 left."

Mr. Williams's death seems to have prevented the test of an interesting experiment.

BROOKLYN.

The union carpenters engaged on the Matthews building struck against the employment of several non-unionist cabinet makers by one of the contractors. There was another ground of contention in the fact that the non-unionists employed had also taken a contract which the objecting carpenters claimed belonged to their trade and not to the cabinet makers. The non-union cabinet makers were withdrawn, but the work claimed by the carpenters would be done by them outside. This was equally objectionable, and infringed on the trade limitations. The employing firm, which has a high reputation for just dealing, interfered here as peace-makers, and the union rules were sustained.

Several other strikes, of small importance, took place in Brooklyn, but gradually the opposition to the new rules died out, and there was unanimity between labor and capital.

ALBANY.

In Albany, at the close of last year's trade, there was a general sentiment among the builders that they would run their business in their own way, and that they would submit to no dictation from union labor.

At the resumption of business in the spring of 1887, there was some question as to wages and the employment of non-union men, especially of those who, having belonged to a union, had seceded.

The employers began the year by making all their shops non-union. Further on in the season the men felt strong enough to assert themselves, and several unionists refused to work with non-unionists, and especially with those who had been unionists and were defaulters on their dues. This impeded progress on several important buildings, although none came to a stand still.

The journeymen now united and formed a protective association of all building trades, and issued cards.

In June, thirty men struck in three shops because they were not paid for nine hours after working eight on Saturdays.

In August, 1887, trouble arose on various alleged grievances. Men were put to work at less than fair wages; non-unionists were employed, and cards were not forthcoming; then dissatisfaction sprung up, but still work went on.

NEWBURGH.

In June, 1887, business in Newburgh was quite active, and a strike of carpenters was put in force against twenty-three firms for nine hours, and against non-union men. After a while, bricklayers struck to assist the carpenters. The trouble was somewhat mixed; some bricklayers objecting to work with carpenters, while certain carpenters were averse to the bricklayers. The real root of the question was the nine hours day, which had been thought settled in some shops, while it stood open in others. In one shop, non-union, the carpenters worked their ten hours contentedly, taking no part in the strikes around them.

Some of the most important firms had hurried up their work early in the season, and could afford to linger a little over the inside work and fittings, so they refused all concessions. A number of smaller firms were, however, put to considerable inconvenience by the demand for nine hours, and were afraid of loss under their contracts. The inconvenience caused by delay on

work begun, was enhanced by the inability to make new contracts, so long as the question of nine hours and wages was enforced.

At length, in the middle of July, a meeting of carpenters and bricklayers in joint session was held. After debate, the carpenters were asked to withdraw from the room while the bricklayers and masons considered the case. The result was that the bricklayers as a body, decided that they had no grievance of their own, as they and their employers had settled matters in issue, and they decided not to carry on the war for the good of the carpenters only.

Some of the employers now conceded the questions at issue, and the result was that the strike died out, and that business resumed its even course.

CARTMEN.

The men who cart lumber and materials for the building trade have their union. They generally work by the load. Last year the master builders thought it would be better for them to lump their cartage and pay by the job. The system was tried. The cartmen were all agreed that it was good for the builders but bad for the cartmen; so they determined to stop where they were and "tied up." The parties to these strikes are mostly independent cartmen, owning their horses and carts, and hiring by the job or on time; hence it is difficult to separate the regular employés from jobbing men. One strike to assist flour mill employés was in one establishment. The returns of this industry are meagre as to detail. Seven strikes are reported in as many establishments. Of these 4 were successful; 3 unsuccessful; number engaged in strikes, 134; loss in wages stated at \$358.50; estimated annual gain to strikers, \$6,156.

Causes of strikes were:

To assist flour mill employés, 1; 40 engaged; successful.

Refusal to recognize union rules, 1; 15 engaged; loss in wages, \$300; unsuccessful.

Reduction of wages, 1; 4 engaged; abandoned.

Employment of non-union men, 2; 44 engaged; abandoned.

Increase of wages, 2; 31 engaged; compromised. To other questions, no answers.

No. 1698. Employer remarks: "This trouble started with the hired carts right after we took a large contract for supplying all the public schools in the eastern district. After putting up with a great deal of annoyance we managed to get along with them. These men, you know, are not employed by us steady, as we have our own horses

and carts; it only happens when we have some rushed days, or some large orders to fill. We now expect trouble with our wood bundlers; they asked for an advance of five cents per hundred, which we have given them, but now there is going to be trouble about some non-union men. It seems that there are about eight of them that gave up the union some time ago, and now these men received letters from the Knights of Labor, asking them to come down to the meeting and answer to charges or they will make it hot for them, and it seems that none of them appeared. We don't know how it will end. We are going to let half of the trade go and only going to let make half time, and see if that will cure them, as it is sickening to allow them to go on in this way."

CEMENT MAKERS.

In this trade four strikes were reported. They were not serious affairs, but they might have been important to the building interest had they not been met promptly by reasonable concession.

At Akron, N. Y., there are two cement factories. In May last the men struck for increase of wages at both establishments. There was no trouble about the matter; they asked for 25 cents per day advance and accepted 12½.

In the same month of May there was a strike in the works of a very well known establishment situate at Rosendale. The strike in this instance was rather more pretentious, seeing that it was preceded by a printed programme with a graded scale of prices for the various employés and presented to the employers by the Hudson River Protective Association. The firm declined to treat with an organization, but settled amicably with their employés direct, and, as it would seem, on a satisfactory basis.

In August there was another strike of cement makers at Rondout. The comments made suggest a less friendly spirit between employer and employés than in the other cases.

It was alleged that the laborers were mostly foreigners and had lately organized with wild ideas as to the value of raw labor in this happy land. It was also reported that they felt aggrieved by being subjected to a truck system. Despite of an alleged attempt at a sort of general strike by labor in the vicinity, they accepted a reasonable advance and matters were pleasantly settled.

One strike was successful, 2 compromised, 1 unsuccessful. In all four, the cause of strike was increase of wages; 277 workers were engaged; loss of wages was \$1,018.75; the estimated gain was \$2,694.

No. 970. The employer in this case remarks: "As to legislation we hardly like to make any suggestions, but we think it would be desirable if something could be done to render labor less uncertain so that the manufacturer would be able to know on what basis he can make his contracts. Under the present system of organized labor unions and strikes we find that manufacturers take all the risk and labor all the profit."

No. 1221. The employers in this case, by their representative, remark: "It is a subject that legislation cannot readily reach. In my humble opinion, the cause of the uneasiness of labor is the high rate of wages in proportion to the expense of living, thus giving a greater opportunity for laborers to make their demands."

No. 1738. In this case there is no report from the employer. The laborers report that they were underpaid, but a strike having been declared, the employer submitted, but paid only \$2, marking the employés \$2.25 for inspection by the walking delegate. This led to a second strike by some of the men, while those who did not mention the transaction were fined and expelled from their organization.

CEMENT MASONS.

In this trade 3 strikes were reported; 1 for non-payment of wages; 1 for employment of non-union men; 1 to assist marble-cutters. They were not important either in numbers or duration. Two were successful, 1 was abandoned; amount lost in wages, \$28. To other questions, no answers.

CEMENT MASONS' LABORERS.

Strikes in four establishments. Cause, increase of wages; 3 successful, 1 unsuccessful; number engaged, 70, of which 10 lost positions. Loss of wages, \$630; expended by union, \$43; estimated gain in year's wages, \$7,733.75.

DERRICKMEN.

Seven strikes reported; 3 successful, 1 compromised and 3 unsuccessful; 116 workers engaged in strike; loss of wages, \$904.00.

Causes of strike were, 3 for refusal to recognize union rules, 2 employment of non-union men, 1 to assist stonecutters, 1 to assist plumbers.

FRAMERS.

The framers are an influential body of workmen. They are numerous and united. Their work is arduous and important; they put together the timber frames of buildings, the lighter work being done by the joiners. The framers do not get quite such high wages as the joiners, presumably as not being so high a grade of skilled labor.

In the early part of 1887 the framers of Brooklyn, New York city and Jersey City, notified employers as follows:

1. During the period from April 1, 1887, until April 1, 1888, the wages for a work day of 9 hours and for 8 hours on Saturday shall be \$3.50 per day for the framers in New York, \$3.25 in Brooklyn and \$3 in New Jersey. This rate of wages shall not apply to aged persons, to persons suffering from physical defects, nor to green men who have not yet become familiar with the American methods of working.

2. We demand that our wages be paid to us every two weeks; that such payment be made either on the building ground or in an office, which shall, however, not be situated in a beer saloon or liquor store, and that the time for the payment of the wages be the hours from 4 to 6 o'clock P. M., on each Saturday (or at an earlier hour if desired by the employer).

The following are the reasons for these resolutions:

1. The framers are in point of wages far behind the workingmen employed in other trades.

2. The framers have only 8 months work during the year.

3. The framing trade in New York and vicinity is one of the hardest and most dangerous trades; there are but few framers who have not sustained a fracture or maiming of one or more limbs, and many hundreds have lost their lives in the course of their work.

The following are our reasons for our demand in regard to the payment of wages:

1. The custom of paying the wages in liquor stores, which now prevails, is a decided evil and works injuriously in many ways; our demand is intended to correct this evil.

2. Secondly there is no law in the State of New York by which the workingmen employed in the building trade are secured; that after they have worked one or two weeks, they actually get their wages. Considering this and the further fact, that there are some boss framers and some boss carpenters who make a business of cheating the work-

NOTE.—In very many of the union returns, insistance is made against paying off in beer or liquor shops.

ingmen out of their wages, we consider it better to be paid every week; we then certainly cannot lose the wages for two weeks.

We hope that nobody will oppose so just demands.

These resolutions were forwarded to the different employers. A few employers acceded, but after about two weeks delay there being no collective answer the workmen decided on a strike, which took place early in April. After the meetings and deliberations usual in such conjunctions, the strike, which was peaceful throughout, came to a conclusion about April fifteenth. The loss of the strike was put at \$2,800 in union allowances, while about \$4,000 was lost in wages.

No. 241. The organization making returns in this case remarks: "The members of this union are of the opinion that a law should be enacted by the Legislature compelling employers to pay wages in legal money only once weekly on Saturday."

Fifty-six strikes were reported; 12 successful, 40 compromised, 4 unsuccessful; 1,586 persons were engaged in strikes, of whom 93 lost positions; the loss in wages was \$26,262.75; expense to unions, \$5,199; estimated gain in year's wages, \$234,004.80; loss to employers, \$14,250. Causes of strikes, numbers engaged, results, etc., in detail, are as follows:

Increase of wages, 49 strikes; duration, 384 $\frac{1}{4}$ days; 1,323 engaged; loss to employers, \$14,250; loss in wages, \$24,445.75; loss to organizations, \$4,376; 7 successful, 40 compromised, 2 unsuccessful; mode of settlement, 43 settled by conciliation with union.

Non-payment of wages, 1; duration, 1 day; successful; number engaged, 5; settled with union.

To assist bricklayers, 2; number engaged, 8; duration, 2 days; loss in wages, \$26; successful; settled with union.

To assist plumbers, 1; duration, 2 days; number engaged, 12; loss in wages, \$84; successful; settled with union.

To assist brickhandlers, 1; duration, 22 days; engaged, 46; pending; loss in wages, \$525; cost to organization, \$200.

To assist laborers, 1; duration, 1 $\frac{1}{2}$ days; engaged, 168; loss in wages, \$882; cost to organization, \$23; successful; settled with union.

Refusal to recognize union rules, 1; duration, 90 days; 24 engaged; loss in wages, \$400; loss to organization, \$600; unsuccessful; boycotts, 3 pending. To all other questions, no answer.

GRATE SETTERS.

One strike unsuccessful; 3 engaged in strike; cause, to assist plumbers. No answer to questions.

HOD CARRIERS.

Nineteen strikes reported; 13 successful and 6 unsuccessful; number engaged in strikes, 213, of whom 68 lost places; amount of wages lost, \$3,990; loss by union, \$2,000; estimated gain in year's wages, \$9,195. Causes of strikes and details are as follows:

Opposed to use of wheelbarrows, 2; duration of one, 12 days; number engaged in one, 8; loss in wages, \$400; both successful.

Increase of wages, 3; duration, one 2 days and one a half day; loss in wages, 1, \$75; 2 successful and 1 unsuccessful.

Employment of non-union men, 3; number engaged in one, 5; all unsuccessful.

Refusal to recognize union rules, duration, 6 days; number engaged, 21; loss in wages, \$315.

Increase of wages and reduction of hours, 6; duration, one, 1 day, and 5 a half day each; number engaged, five, 6; six, 12; six, 6; successful; one conciliation with labor organization.

To assist plumbers and painters, 55 engaged; loss in wages, \$3,200; loss to union, \$2,000; unsuccessful.

To assist plumbers, 1; number engaged, 2; unsuccessful.

To assist marble cutters, 1; successful. To all other questions, no answers.

HOUSESMITHS.

Eight strikes are reported, all successful; 124 workers were engaged, of which 32 lost positions; amount of wages lost, \$2,104; estimated annual gain, \$2,995; loss to employers, \$6,725. Causes and details of the above strikes are as follows:

To assist plumbers, 2; duration, 19 days each; number engaged, one, 14; one, 20; loss to employers, one, \$225; of wages, \$500 and \$800; successful.

Increase of wages; duration, 2 days; number engaged, 32, who lost positions, the firm going out of business; loss to employer, \$6,500; loss of wages, \$90; successful.

To assist carpenters, duration, $1\frac{1}{2}$ days; engaged, 21; loss in wages, \$110.25.

Reduction of hours, 3; duration, 6 days each; engaged, 10, 10 and 8 men; loss in wages, \$210, \$210 and \$168.

To assist laborers, duration, one-half day; engaged, 9; loss in wages, \$15.75.

No. 345. A New York employer remarks: "A great many castings that we were to receive orders for, such as columns, plates, girders, etc., are taken out of the State now and sent to Pennsylvania, where rent is cheaper, labor one-quarter to one-half less and where men own their little cottages and cannot afford to remain idle on strikes; for instance Catasauqua, Penn., has alone a very large New York business at 20 per cent. less than we could do in this city; there was a talk about boycott, but it never amounted to anything yet."

No. 259. Agreement between the employers of housesmiths and the Housesmiths' Union, made this 1st day of April, 1887:

First. Nine hours shall constitute a day's work five days in the week, and eight hours on Saturday.

Second. All over-time work shall be paid for as follows: Sundays and legal holidays, double time; over-time at the rate of one and a half hours' pay for one hour's work for the first four hours, and double time after.

The employers' right to put on night gangs, when necessary, at day's pay and hours, not to be disputed.

Third. All piece-work to be abolished.

Fourth. None but competent foremen and those who will be just to their men to be appointed.

Fifth. The employers prefer union men.

Sixth. No union man is to be discharged without cause and another hired in his place, either of the following being considered as sufficient cause: If, in the opinion of his employer, any man neglects his duty, or neglects to study the best interest of his employer, or is guilty of carelessness, incompetence, idleness, or not doing a full day's work, insubordination, using intoxicating liquors to excess, or lack of work; also, the employers agree to discharge no man because he belongs to the union.

Seventh. Timekeepers and clerks not to act as foremen or superintendents, or to interfere with the men beyond their proper duty.

Eighth. As far as possible, all men to be paid weekly on Saturday afternoons, and not to be kept waiting.

Ninth. No strike shall be ordered in any shop or on any job until the grievance has been laid before the employer by the walking delegate of the Housesmiths' Union for the purpose of arbitration.

Tenth. All men handling derricks, foremen or otherwise, to have a derrickman's card, issued by the Housesmiths' Union.

Eleventh. When requested by the walking delegate, the wages paid to any man will be stated by his employer.

Twelfth. If the apprentice law is properly modified, the employers express their willingness to take boys to learn the trade.

Thirteenth. The walking delegate shall have access to all shops and jobs, providing he will apply at the office for permission.

Fourteenth. The Housesmiths' Union will not be responsible for men holding mechanics' cards; if they are incompetent they will be relegated to their proper standing by the union on complaint being made.

Fifteenth. All men now receiving over one and one-half (\$1.50) dollars per day to be advanced five per cent.; all others to be advanced ten per cent. upon present wages.

Sixteenth. There shall be no violation of the laws of nation, State or municipality by either employer or employé.

Seventeenth. Any further application from the Housesmiths' Union to be made and settled by February 1, 1888, to take effect the first of April following.

Eighteenth. This agreement to take effect April 1, 1887, and to continue until April 1, 1888.

Signed by twenty-five firms.

LATHERS.

Seven strike cases reported; 5 of these were successful, and 2 unsuccessful; number engaged, 25; loss in wages by strikers, \$90; loss to employers, \$100. Causes of strikes, with details, are as follows:

Rival organizations, 2; 1, no information except that it was unsuccessful; 1, duration 1 day; 25 engaged; loss to employers, \$100; loss of wages, \$90; successful. In this case a boycott; successful.

Employment of non-union men, 2; 1 successful and 1 unsuccessful.

To assist hod carriers, 1; successful.

To assist marble workers, 1; successful.

To assist carpenters, 1; successful.

MARBLE WORKERS.

Seven strikes reported; 3 successful, 4 unsuccessful; 40 engaged in strikes; lost positions, 5; loss in wages, \$1,342; loss to union, \$168; loss to employers, \$250. Two strikes were to assist plumbers; 35 men engaged; 2 for refusal to recognize union rules. Reduction of hours, 1; cost to employers, \$250; loss in wages, \$46. To other questions, no answers.

No. 333. "The demands of the workers of marble for a reduction of hours from ten to nine, and for an increase of wages, has had the effect of compelling our firm to remove the manufacture of all our out-put of work, not required to be erected in buildings, to the State of New Jersey, where we employ about fifty hands, thus causing a loss to the workers in marble in New York of about \$30,000 a year. There is no doubt whatever that the workers in marble do less work in nine hours since they have combined than at any time before, during the same number of hours, and that their interference with the conduct of business must work to the great disadvantage of the industry, nor should it be necessary for a free man to be compelled to join an organization in order to make a living in a free country."

PAINTERS.

It was stated in April, 1886, that 9 hours should be a day's work and that \$3.50 should be a day's pay. In November of same year some of the employers posted notices that the day should be 8 hours and the pay \$3. Some who were able to figure more correctly set the pay at \$3.11 for the 8 hours. When these notices appeared the operatives met and insisted that the arrangement had been made for a year and could not be changed till April, 1887. On this issue there was a general strike. But in the winter time the strike was not of much importance either to the trade or to the public. Those employers who had winter or early spring work were for the most part willing to take the longer hours and pay the higher price. The German Painters' Union decided that the agreement should be generally enforced, and it was enforced in that union. In cases where the men stood out for the union rule they got their union allowance while they were idle.

There were several cases during the past year of troubles for employment of non-unionists, which were settled in the usual way. In one case some non-unionists having been dismissed on complaint of the walking delegates applied to the union for admission, but were rejected on the ground of not being competent workmen; an exercise of authority which is one of the legitimate functions of a union.

Fifty-four strikes reported; 36 successful, 4 compromised, 13 unsuccessful; 1 a boycott; 695 persons engaged, of whom 64 lost places; loss in wages, \$9,634.35; loss to union, \$1,278; estimated

annual gain in wages, \$51,233; loss to employers, \$4,160.20; whole number of days in strikes, 465½. Causes, results and details are as follows:

Causes of Strikes.

Discharge of union men, 1; successful; 8 engaged; loss in wages, \$280.

Employment of non-union men, 12; successful, 9; 127 engaged; loss in wages, \$830; cost to union, \$246; estimated gain, \$117.60.

Equalization of wages, 1; engaged, 60; loss in wages, \$3,000.

Increase of wages, 11; 8 successful; number engaged, 140; lost positions, 8; loss of wages, \$1,614.50; cost to union, \$367; estimated gain, \$123.36.

Increase of wages and reduction of hours, 3; engaged, 44; loss in wages, \$215; estimated yearly increase, \$5,340.

Miscellaneous, 2; 1 successful, 1 unsuccessful; engaged, 64; loss in wages, \$1,064; estimated gain in year's wages, \$4,800.

Reduction of hours, 3; 1 successful, 2 compromised; engaged, 53; lost wages, \$406.

Reduction of wages, 2; successful, 1; unsuccessful, 1; 47 engaged; 15 lost positions; loss in wages, \$219; estimated yearly gain, \$3,240.

Refusal to recognize K. of L., 5; engaged, 45; loss of wages, \$114.60.

Refusal to recognize union rules, 2; successful; 1 compromised, 1 unsuccessful; 58 engaged; 22 lost positions; loss of wages, \$1,281; cost to union, \$310; estimated yearly gain, \$11,837.

To assist other trades, 5 successful, 4 unsuccessful; 49 engaged; 16 lost positions; loss in wages, \$862.25; cost to union, \$355; estimated gain, \$1,920.

On the Subject of Wages.

No. 273. This employer, whose men were objected to as working below the scale, remarks: "I consider it not just that labor unions demand uniform wages and not consider the difference in the abilities of the workmen."

No. 956. Employer says: "Cause of strike was, plumbers having formed a new association the Knights of Labor would not work with them. The delegates made a mistake in calling out the men. If I had tried I could have continued work, but all of my other work would have been stopped and I should have been boycotted. As to discrimination between union and non-union men, there is no option. If a man is without a ticket, the delegate calls next day and gives the unwritten law; to man first; if disobedient, then to us. I made a remark that the delegates made a mistake. A number representing different trades went to the twenty houses and expected a large force of men at work. We had

scarcely commenced work and some trades were not represented. The men were simply ordered off the job, and no reason given; they were so few that the delegates seemed disgusted with themselves. The plumbers belonging to the international association continued to work; it became evident to the delegates that the plumbers would finish the houses whoever may do the other work; so they were simply warring against their own men; so the strike was raised. If the men had known why they were called out, I am told, then they would have continued work; they could get no reason why, but simply stopped at three-quarter time. I think there was another reason for the strike than the plumbers. The owner's name was associated in the papers with the strike as employing 'scab' labor. I have heard it mentioned several times that he was a candidate for political honors, but this had killed him with the labor party. I do not think that the owner has any idea who is doing his work, or how far it is progressed, except his agent may be pleased to report. He has implicit confidence in him.

"The delegates pay greater attention to one shop than another. Under guise that they get complaints of men working under the rate of wages, they have followed me from one job to another as I pay off. My men have stood outside of the shop, and each man has been obliged to let them count his money. This has been done week after week to me, so that my men have protested against the annoyance to themselves as well as to me. They never trouble small shops unless the small shops should get important work. Mr. Miller, the boss plumber, has been troubled before on boys' work, and because they have not the best of him now they say, 'We shall ketch him yet.' That is very much the spirit of a delegate.

"I never had any trouble with men only through the middle man. Last year I was painting the Grand Central depot; I had 92 men on the job; on rainy days we could not work, and if it looked like rain we had to stop. At that time we worked 10 hours, wages \$3.50; for any time different to one-quarter, one-half or three-fourths, I paid the men 35 cents per hour and they were satisfied. One week the delegate was talking to the men; that week the men had worked 2 separate hours; one day they commenced at 7 and had to stop at 8 on account of rain; another day it commenced to rain at 2, having worked 1 hour. On Saturday night they all charged me 2 one-quarter days' time for the 2 hours; I only paid the 2 hours, which they received, some under protest. On Monday the shop was on strike; I went over to the depot and saw 2 delegates; they wanted me to understand that those men worked by the day, not the hour, and that if they went to work the smallest pay must be a quarter of a day. I answered, 'very well,' and they replied, 'but last week

must be settled for.' I said I had paid the men all they had earned, but they would not allow the men to go to work until I agreed to pay three hours more; I reluctantly consented; I was anxious to have the work completed, but could not afford to take chances of wash off and extra pay, so the next week it looked very much like rain for three days and the foremen did not allow the men to work; and yet it did not rain, so the men were out of pocket \$10.50. I would have taken chances but for the interference, so the men had the delegates on the job again and had a long talk, which resulted in the delegates telling me that this was uncommon work and the men could work by the hour; then the question presented itself how about the three hours they had extorted, but they would not reconsider. I think it will illustrate their sense of justice for both sides as well as for themselves. I did not think to write so much. I could do more. I am exceedingly pleased that the government is looking into this important question. I think you will find, as result of investigation that, first, men want all the money they can get; second, they want to work shorter hours; third, they want to do as little work as possible. Before the strike painters' wages were \$3.00 per day, not \$3.50 and one hour less, a difference of thirty-seven per cent.; then doing less work per hour so increases the cost of decoration or improvement that people hesitate; the rich man closes his hand. Already complaints of the trade are common in this city."

No. 1208. The union says: "Fifteen of the men at work were union men, and they have since been fined twenty-five dollars for working for less than the scale, and suspended for one year. They were members of the Painters' Union in Brooklyn.

"They all returned to work and did not receive the scale.

"A boycott was placed on the Fifth Avenue hotel, October 24, 1885, for employing non-union men. It is still on, but is not a success."

No. 1208. Employer remarks: "On Friday, the 6th day of August, 1887, when our painting for the season was nearly complete, a man representing himself as president of a painter's union in Brooklyn, called on us and stated that the painters we employed this season were members of his union, and that they were satisfied, but that the New York Painters' Union insisted upon their being paid more and work less, or that they be ordered out, and that much as he regretted to do it, the pressure was so great that he would be compelled to order them out unless we changed our relations with them. We informed him that this was an interference in our private affairs which we could never allow. He went away and in an hour the men were ordered out. On the following Monday nearly all of them (all we

could work), came back expressing regret that they had gone out, and many more painters than we could employ offered their services to us."

No. 1669. The employers remark: "The delegate called on us in the latter part of March, 1887, and asked if union men were employed. I remarked if they are not I don't want them. They asked permission to find out, which was granted. They returned, telling that only three out of eight men employed were union men. Then I told them I would discharge them on Saturday night if they did not join the union, and left them to finish the job. There was no strike or lock-out, or a minute's work lost."

No. 1746. The employer remarks: "The strike was caused by certain men who desired that all should receive the same wages, competent or non-competent. Being a practical painter myself, I can easily value a man's service. I am not in favor of existing unions. I pay men, good workmen, according to their work."

No. 1739. The union remarks: "On August 15, 1887, the union found that the employer did not pay the wages according to agreement, nor did he keep union hours. The union therefore called the members out again on the above date. Number engaged in strike, 40; date of termination of strike, August 22, 1887; shop was closed one week. Demands of union: Union scale of wages and union hours, \$3.50 per day at 9 hours. Firm acceded to the demands of the union rate of wages; before, \$3.00; after strike, \$3.50; working hours before strike, 9½; after strike, 9 hours. In this case the members did not claim any relief; no other expenses connected with the strike. None of the strikers lost their situation on account of the strike.

"The firm was boycotted by all the building trades of the Central Labor Union, which boycott lasted one week, and ended successfully. No arrests. Ten members who violated the nine hour rule by working one-half hour during dinner hour, 9½ hours in all, were fined \$5.00 each by the union."

Boycott.

No. 1647. The German Painters' Union of New York city, reports boycott of an employer from July, 1886, till February, 1887. Cause, increase of wages and enforcement of union scale and rules. Union also remarks:

"Seventeen ex-members of the union who had been suspended for not complying with the laws of the organization by working for the boycotted employer, Unfricht, had to pay a fine of \$17.50 each before they were reinstated in the union."

This employer is a member of the Building Employers' Protective Federation. He remarks:

"We have had no trouble to speak of this year, excepting the first week in May, when we discharged a number of men who were not practical workmen, but who belong to the society of painters, and the delegate from the painters' society insisted that they should be put to work. We declined, and so we went right along putting new men to work who were capable of earning the wages, \$3.50 per day for nine hours work. We think that most of the men belong to the Progressive Painters' Union, but we make it our business not to inquire, so cannot say positively."

No. 1641. Union remarks: "On March 1, 1887, the walking delegate of the union met the son of an employer on the street and entered into a conversation with him upon the subject of the conflict. The walking delegate was assaulted by employer's son in such a degree that he was unable to attend to his business for four weeks. The assaulting party was arrested and put under \$500 bail to keep the peace.

Expenses of the union:

Salary to walking delegate for four weeks.....	\$108 00
Physician's bill	25 00
Lawyer's fee.....	93 00
Total	<u>\$226 00</u>

No. 1648. The union remarks: "On the 24th day of March, 1886, this firm signed an agreement with the union to the effect that in future they would employ none but union men, pay the union scale of wages, \$3.50, and keep union hours, which are nine on five days and eight on Saturday. The firm kept the agreement for six weeks, but then reduced the wages fifty cents per day, and also made their work people work over-time. The consequence was the strike in July, 1886, followed by a boycott.

"In the beginning of June, 1887, the union again called nine employés of this firm on strike. The demands of the union were: Employment of union men only, union scale of wages and union hours.

"This strike lasted seven weeks, till the end of July, and was lost for the union; the boycott on this firm was then renewed and is still pending. Number engaged in this strike, nine; shop was not closed. Amount of relief paid weekly \$9.50, single men or married. Total amount, \$215; loss in wages, \$800; situations lost, five; boycott still on; arrests, none."

No. 1668. This employer gives for cause of lock-out;

"About three-fourths of the Knights of Labor formed a new organization called the Brotherhood of Painters and Decorators, and our agreement was to employ none but Knights of Labor who could show a card." Employer further remarks: "I have had no trouble with my men to amount to anything. April 4, 1887, my men stopped work for one day on account of a division in the labor organization; about two-thirds of the Knights of Labor formed a new organization called the Brotherhood of Painters and Decorators, and as our association had previously agreed to hire none but Knights of Labor who could show their card it made a break for a day only, as we decided at a special meeting called to settle the matter that we would discharge none without cause, and they all went to work the next day. October 10, 1887, I had two men leave a job where men not being in good standing in the labor organization had been sent by another firm. I set them to work on another job so that work was in a position when it could lay without any inconvenience to me. In about two weeks it was settled and then I went ahead with the work."

No. 1674. The employer remarks: "On or about January 10, 1887, the master painters of this city entered into an agreement with the painters of D. A. 68, Assembly 2639, to employ none but members with a working card from the assembly; agreement to take effect Monday, April 4, 1887; and the above assembly agreed in turn to work for none but members of the Master Painters' Association. It was signed by regularly appointed committees from both associations, but for some reason it was made null and void. The master painters, on their behalf, claim the painters were to blame, and the painters charge the master painters with it; but our concern sustained the Painters' Assembly, and intend to do so until April 4, 1888, as per our agreement with them."

No. 1789. In this case the cause of strike was demand for higher wages and union rules; not more than two apprentices and admission of walking delegate to buildings. There was also a demand for increase of wages; \$1.00 per day and 9 hours on 5 days; Saturdays 8.

The union also remarks: "Twenty-two of our members met with an accident, while at work, since December, 1886. Several of them broke their arms or legs; one broke both legs; some received internal injuries, which rendered them more or less unable to work. In five cases the accidents resulted in death.

"We therefore suggest the following changes in present laws:

"1. To compel employers in the building trade to apply safety guards to all scaffolds, punishable by a fine or imprisonment, or both, as the case may warrant, for violation.

"2. None but 'patent pulleys' should be permitted on scaffolds.

"3. A scaffold should not be used longer than a certain number of years.

"4. In case of an accident, the employer should be held responsible for damages to the injured workman or his relatives.

"5. In case of inability of the employer to pay the required damages, he should be punished with imprisonment.

"6. In case of the financial inability of the employer to pay the damages, as previously required, the firm, company or corporation for whom the work is being performed shall be held responsible for damages.

"Wherever either of these concerns cannot be reached as a firm, company or corporation, any individual member of the same may be held individually responsible."

No. 1811. The union remarks: "The men struck on account of non-union marble cutters and stage carpenters being employed, and the strike might have been a success if the Musical Mutual Protective Union had stood by the men. It was agreed that on the evening that the theatre was to open that the musicians would refuse to play unless the strike was settled. This they refused to do when that evening came and the men charged the failure of the strike to their action."

No. 1817. The union remarks: "This firm was employing none but imported Italians, whom they paid from \$1.50 to \$2.50 per day. The unions placed a boycott on his work and hurt his business to such an extent that at the end of 23 days he sent for representatives of the unions and consented to employ none but union men and pay the union rate."

No. 1849. House Painters' Union remarks: "Ten members who violated the 9 hour rule by working one-half hour during dinner hour (9½ hours in all) were fined \$5 each by the union."

German Fresco Painters' Union. This union says: "We try to get along without strikes if possible, but, if necessary, we strike against a certain firm, but very seldom are more than five or six of our members mixed up in a strike.

"We take the liberty to make a few suggestions concerning the building trade in general. What we need is simply this:

"1. A better protection of life and limb.

"In large halls, theatres, and especially churches, the scaffold is always very poor. The boss, the contractor, the owner of a house or theatre, the members of a church, should all be made responsible for any accident that may happen.

"2. We need a better Mechanic Lien Law. It is true, if a workingman has a claim for work done in a house, he may take out a lien on the building, but it costs money, time and trouble to come so far, and after all he has the lien on the house, but not his money. When the house is sold he may possibly get it. The owner of a house should be made direct personally responsible for all workingman claims on his property.

"3. We recommend the introduction of courts of trade (Gewerbe Gerichte), where the workingmen can, without an outlay of money and without losing much time, get his right.

"4. We recommend a law enforcing payment of the wages every week on Saturday."

No. 1675. Employer remarks: "My views being asked on the subject of unions, I am constrained to say that I regard such organizations as pernicious in their influence upon labor of every kind and as harboring and abetting unskilled men in their schemes to prevent honest labor from reaping the benefit of intelligence and industry, and a serious menace to individual advancement and progress. The methods adopted by the organs of the unions are despicable and calculated to cause disgust in all fair-minded persons. I have been assailed in the *New York Volks Zeitung* issues of September fifth and October third, published in this city, upon the question of wages paid my men, and the methods of conducting my business with regard to their interests. Upon the false reports of unknown parties, the paper urged the 'boycott' to be applied to me, without having taken the necessary precaution of approaching me for information respecting the truth or falsity of the published charges. Should legislation be brought to bear upon the subject of labor and labor unions, I think it due to business men and the public in general, that the agitators, either as officers or delegates of labor unions, or as editors and publishers of labor organs, should be brought within the pale of responsibility for the utterances or the promulgation by journals of false charges, and thus stamp out a feature which now causes and threatens to produce in the future unbounded trouble and annoyance to employers in all branches of legitimate business."

PLASTERERS.

Three strikes; 1 to assist plumbers; 5 engaged; unsuccessful; 1 non-payment of wages; 10 engaged; successful. To assist marble workers, 1; successful. To other questions, no answers.

PLUMBERS.

Several plumbers' strikes are recorded in the last year's report. The chief one was of great importance; it was obstinately contested on both sides, but without violence, and almost with good humor. It was a question of principle. "Apprenticeship and its rules" were the grounds of contest. The employers claimed that as the apprentices worked in their shops and were paid wages, with their moneys, they (the employers) had the right to select them and fix their number. The journeymen asserted that as they did the duty of instruction and as the qualified apprentice would put the journeyman's nose out of joint, the right to fix the number and the wages lay with the journeymen practically, the employer should have only a right of nomination, the veto was with the employé. The strike was pending at the close of the official year. The men in the union shops had struck almost without exception. There came a time, however, when the assistance funds were all disbursed and without chance of renewal. It is an open secret that large sums were borrowed from friendly organizations and, these being exhausted in relief, the men had to go to work and the strike on the old original ground was practically ended, although not formally declared "off." Some of the men now returned to their old shops and no questions asked, others shifted around. Thus a show of independence and consistency was maintained. Meanwhile the union was in a bad financial plight, and many of the members either in arrears or in disgust left it and joined a new organization, or as it is said an old organization revived and renewed. The discussions between the old and the new were bitter and have led to constant trouble in the way of strike and boycott. Old men at work under a new face were followed around and denounced as non-unionists; hence most of the strikes and lock-outs of 1887.

During the continuance of the general strike, there were several special strikes on particular buildings in which the non-employment of union plumbers was made the ground for calling out carpenters and other workmen. Such a case happened at the Gallatin bank. An unsuccessful attempt was made at arbitration, but it was soon found that there was nothing to arbitrate, no middle ground on which the two disputant bodies could stand. Various men on either side held various opinions, while a large number

both of masters and men were really indifferent as to the specific issue, "the apprentices and their method of introduction to the trade." Meanwhile unorganized employers and employés were picking up plenty of business. Trades which in the first instance "went out" in sympathy with the strikers declined to do so, as soon as it was known that these same strikers had abandoned their organization and were reincorporated in a new one, so that it became a fight of plumbers against plumbers, in which other trades did not feel called upon to take part. The strike dragged along in an uncertain way until season business had been well begun, neither master nor men troubling themselves much about it, but leaving each shop to take care of itself. In theory the strike was still on, but as employers did not put on new apprentices the employés were not compelled to enforce their objections.

One feature of the contest was the establishment of a coöperative shop in Sixth avenue, New York, which for a time was reputed to be a success. What has been the final result of that effort for self dependence this Bureau is not informed.

Among the suggestions made to meet the plumbers' strike was one that held good for all strikes. When the Gallatin bank sympathetic strike of all the related trades against the non-union plumbers was on, the employers discussed the advisability of refusing to work in a building in which any workman's union went on strike. This was fighting fire with fire. The adoption of such a course is yet said to be possible and in some cases outside this State the remedy is said to have been found effective. It is said to be a standing rule of the Boston Master Builders' Association.

The general strike on a large block of buildings in course of erection in the upper part of New York city by Messrs. Merritt, originated in objections made by Union plumbers to certain contractors and a call-out of the men at work. The detail of this proceeding will be found in the reports of the Merritt case on another page.

One hundred and nine reported strikes; 20 successful; 3 compromised; 86 unsuccessful; 1,113 workers engaged; 287 lost positions; loss in wages, \$250,218; loss to unions, \$99,488.71; estimated annual gain in wages, \$1,092; losses to employers, \$83,200. Causes, effects and details of strikes are as follows:

Union rules as to apprentices, 84; duration, 130 days; number engaged, 900, of whom 239 lost positions; loss to employers, \$80,700;

loss of wages, \$236,041; cost to unions, \$99,036.71; 5 successful; 76 unsuccessful; 25 pending, etc.

Employment of non-union men, 3; 1, duration, 1½ days; 6 engaged; successful; 1, 18 days; 15 engaged; unsuccessful; 1, unsuccessful.

Non-payment of wages, 2; duration, 3 days; engaged, 10; loss in wages, \$105; successful, 1; duration, 6 days; engaged, 8; loss in wages, \$168; successful.

Obnoxious rules, 1; duration, 12 days; engaged, 25; loss of wages \$1,050; cost to union, \$452; successful.

Refusal to recognize union rules, 5; 1, engaged, 36; loss to employers, \$2,500; loss in wages, \$1,500; successful; 1, engaged, 30; lost positions, 25; boycott pending; loss in wages, \$10,395; unsuccessful; 1, duration, 4 days; engaged, 1; loss in wages, \$14; unsuccessful; 1, duration, 6 days; unsuccessful; 1, engaged, 10; duration, 4 days; successful.

Rival labor organization, 1; unsuccessful.

To assist other trades, 13; duration, 12 days, 11 days, 2 days, 2 days, 6 days, a half day, 10 days, 4 days; not stated, 5; number engaged, 72; lost positions, 23; loss in wages, \$945. To all other questions, no answers.

The following remarks from employers include the points mentioned in the foregoing:

No. 1721 says: "As before stated to your honorable Board, legislation is necessary on the apprentice question, that a boy will be bound to serve a given term of years in our business. Five years would be required to turn out a mechanic, if we should strike the right kind. Journeymen should also be held responsible for their workmanship. When a man presents himself as qualified in the art of plumbing, and may not be, he can do a great deal of injury before the employer can detect the same."

No. 347 says: "My plumbers did not strike, but the delegates ordered the carpenters and painters to quit work because my men would not pay any more money toward the Clarendon Hall Plumbers Society, and they stayed out six or seven days and then came back to work, and are working now."

No. 863 says: "My old hands came back by degrees, not in a body, but individually. My apprentices only remained to work, but they were, during the early period of the strike, boycotted, so I could make no use of them, as I was compelled to lay some of them off. But when the boycott was removed they all returned to work, and my place is now running as previous to the strike."

The following address was issued to the trade. It explains itself:

To the Building Trades of New York, and to those interested in the Labor Movement:

NEW YORK, August 9, 1887.

FELLOW WORKINGMEN.—The members of Local Association 35, International Association of Journeymen Plumbers, Steam and Gas Fitters, which organization extends to Buffalo, Rochester, Albany and Troy, N. Y.; Boston, Worcester and Springfield, Mass.; Providence, R. I.; Newark, N. J.; Philadelphia and Pittsburg, Pa.; Wheeling, W. Va.; Detroit, Mich.; Cleveland, O.; Indianapolis, Ind.; Peoria and Chicago, Ill.; Milwaukee, Wis.; St. Paul and Minneapolis, Minn.; and many other cities, believing that further silence on their part would be unjust to themselves as well as to those involved or interested in the desperate attempt now being made by what is left of the Knights of Labor plumbers, the board of walking delegates, and their unthinking allies, to drive us back into the Knights of Labor, *i. e.*, Local Assembly 1992, by ordering strikes against us wherever possible, avail themselves of this method to lay before you the true condition of affairs.

We do this reluctantly, believing that all those discussions that tend to retard the labor movement should be kept within the ranks; but when ambitious and well-paid officials resort to such means as are being used against us, the best way to defeat them and their allies is to expose their acts.

We are aware of the many hard names applied to, and slanders uttered against us, by those leaders, who ruined one of the best local associations in the country, whom we refused to trust or follow any longer, and who are frantic in consequence of such decision.

Their acts and utterances against us we have treated with silent forbearance and contempt, and should continue to do so but for the fact that others, without taking pains to inform themselves, have become a party to their acts of persecution.

We point with confidence to our standing as mechanics, to our service in the craft and general cause of labor for the last ten, fifteen and twenty years, while most, if not all, of those who are now seeking to prevent us from earning a living were non-unionists, receiving the wages of that class. We are not, as those disgruntled leaders assert, enemies of the Knights of Labor. Those who would advance the cause of labor can be no enemies of ours. We believe in the fundamental principles of the Knights of Labor, but not in its practice of

to-day, especially as exemplified by those men. We believe in home rule—in the cobbler “sticking to his awl.”

Before stating the cause which led to this trouble, we wish to address ourselves to the carpenters. While deeply grateful for the good intentions which prompted you to pour your money into the hands of those men who were assuring you that they were marching to victory, less than ordinary watchfulness would have shown you that it was thrown away. You say by your acts that you are trade unionists. We believe you are; but how comes it that while you are making war on your own Knights of Labor (Progressive Carpenters), you unite with a handful of plumbers, calling themselves Knights of Labor, to persecute and crush us who are trade unionists. You would drive us back to the order. Why don't you be consistent and join yourselves?

And to the true Knights of Labor we say, why do you tolerate a few disgruntled and loud-mouthed would-be leaders in our trade entering into a compact to crush men who are also Knights of Labor, *i. e.*, the Progressive Carpenters?

What say you, honest men of both sides? Is it not a dishonest deal all around?

After our failure to win an advance of fifty cents a day, which occurred in 1882, we joined the Knights of Labor, and by hard work, and the assistance of the executive council, organized the trade thoroughly, after which we devoted ourselves to organizing the country, for which object we called a convention in this city, at which it was resolved to form the National Association under the Knights of Labor. But a short time showed that our brethren were dissatisfied with the order, and further time showed that in many places they had been in the order and left it, and refused to re-enter it, even to be with us.

In this dilemma there was nothing left us but to affiliate among ourselves or form a national trade district, which latter course would still leave us subject to those who were not of our trade. When the general secretary-treasurer of the order was communicated with about forming such district, he sent the following answer back a few days before the meeting of our second convention in Cincinnati: “Defer action until after the meeting of the G. A., as a strong pressure will be brought to bear to repeal that law.”

Here is the cause of much trouble in the ranks of labor in a nutshell. We organized for a special purpose, with a special knowledge of our wants; but we must stop until those who know nothing about our craft have met and decided what we must do. We concluded if

they could tell us that to-day they could tell us something else to-morrow. Consequently we could have no protection or security for the future. And as we felt that we were strong enough throughout the country to stand alone as a body, and fully competent to legislate for and regulate our craft ourselves, and as foremost in urging this course stood the New York delegates, the convention decided to withdraw from the order, and change the name to that of to-day, the International.

Then commenced the effort, carried on to this day, to destroy the men who had the courage to be for the craft first, last and all the time, in which the iron hand of the Home Club element was felt; and the New York Association, following the men who led it into the late disastrous contest, in which their imbecility and tyranny has caused it to melt away, bolted the convention. But the men who labored to build up the organization did not lose hope, and pleaded again and again for harmony. They were answered by jeers, and at last gave up in despair, after which those who brought about the split had their own way.

They took charge of an organization second to none. One act of folly followed another, until they raised their hands against boys earning a living as mere helpers, without permission to handle tools, which brought about the late lock-out, in which they charge us with leaving them in their hour of need, when the truth is, we paid in our money week after week and month after month, even advanced money and remained silent when we saw what in charity we called blunders committed. We preserved that silence when some of them went to beg money in our name of a boycotted brewer, while they were draining the treasuries of friendly organizations after they surrendered the apprenticeship question, the right to be paid on Saturday, and allowed the shops to be filled up with helpers. We remained silent even when we knew money to be paid out wrongfully, and at least one of the leaders to be spending much of his time hob-nobbing with the bosses, and generally coming away intoxicated. But we did not remain silent or inactive when it was proven that permission was being given to men to "scab" it on the quiet, or when some of the best men were hounded for money, while hundreds were left untouched.

It was then that we came together for consultation. There was no passion in that meeting. Each man felt that he was sold out, and what he fought and paid for was given up; that to take more money from men or friendly organizations would be little better than robbery; but we also felt that those who had destroyed our organization would never give up while they could get money, and we resolved not to be

a party to any such state of affairs, and to refuse to give any more money, and also to have an organization of the mechanics of the trade, for the trade and by the trade, and to join our brothers of the country, from whom we were separated.

Then commenced the effort to prove that we were not union men, and to drive us back to the order by strikes; but we had counted the cost and were prepared for it. Still we hoped that the trouble would be kept within the trade, and addressed the following letter:

NEW YORK, June 21, 1887.

To the Officers and Members of L. A. 1992:

FELLOW CRAFTSMEN.—Believing that the best interests of the trade which we all follow will be promoted by desisting from public quarrels, we address you in the hope that you will abandon the course of persecution which you appear to have marked out. We have considered the matter calmly, and feel that we should be with our fellow-craftsmen of the country. And if you persist in persecuting us for that opinion, that, much as we should regret it, we will be forced to defend ourselves and our right to follow the dictates of our judgment. Therefore we say to you unreservedly, that we will not allow any man or men to force us where we do not want to go. We are willing that you should go your way, and in defense of our right to do likewise we will do and dare much. For any discredit brought upon the trade in an attempt to do away with that right, let the responsibility and consequence rest upon those who attempt its destruction.

President Local Association 35, I. A. P., S. and Gas Fitters.

The answer to this was a still more bitter persecution, which has forced us to this statement. They have failed in everything else—they will fail in this. And now, fellow-workingmen, you have heard us. If some of you wish to continue the persecution, go ahead. But as we are right, we will win. We concede you the right to think and act, and we will not allow anybody to curtail our right to do likewise.

JAMES E. DAVIS,

President.

JOHN WARNOCK, *Secretary,*

Local Association 35, International Association of Journeymen Plumbers, Steam Fitters and Gas Fitters.

ROOFERS—TIN AND SLATE.

BROOKLYN.

This strike in May was for a new scale in wages. In New York the men had demanded \$2.75 in place of \$2.50, and the Brooklyn men not caring to be bound by those in New York, had asked for \$2.75 as a minimum, with fixed regulations as to apprentices and foremen. Many of the small employers were willing to give the advance rather than risk their season; the leading employers, however, refused the terms. They would do as New York did but no more. The disputants eventually settled satisfactorily the terms—\$2.75 the standard for all mechanics, \$3.50 for tin and slate roofers. Apprentices not compelled to join men's society till they had served full apprenticeship. Foremen not compelled to belong to workmen's association. Union to be recognized. Nine hours for five days; eight Saturday. Difficulties arising in shop to be settled by arbitration. Employés not to pay car fares in city limits.

ALBANY.

A strike of various duration, in the several shops, took place for a nine-hours' day. It was ultimately settled as asked, the pay being regulated by the hours. The conditions of settlement were as follows: Nine hours a day's work, Saturday included. Time and wages computed by the hour. Employés dealt with as individuals and paid according to work. No walking delegate allowed in any shop or on any work.

Thirty-two reported strikes; 16 successful; 9 compromised; 7 unsuccessful; 576 engaged in strike, of whom 21 lost positions; loss in wages, \$18,688.50; loss to union, \$1,420.75; estimated yearly gain in wages, \$24,058; loss to employers, \$27,600. Causes and details are as follows:

Duration—For 1 day, 1; 2 days, 1; 3 days, 3; 4 days, 3; 6 days, 1; 7 days, 1; 8 days, 1; 14 days, 2; 21 days, 4; 30 days, 1; 35 days, 1; others not reported.

Increase of wages, 11; 5 successful, 1 unsuccessful, 5 compromised; engaged, 277, of whom 7 lost positions; loss in wages, \$11,065.50; cost to union, \$1,300; estimated yearly gain, \$23,481.

Employment of non-union men, 3; 2 successful, 1 unsuccessful; 76 engaged; 2 lost places; loss in wages, \$3,331.50; cost to union, \$52.50.

Increase of wages and reduction of hours, 4 strikes; 2 successful,

2 compromised; number engaged, 52; loss of wages, \$2,475; estimated gain, \$577.

Number of apprentices, 1 strike; successful; 13 engaged; loss of wages, \$136.50; cost to union, \$68.25.

Reduction of hours, 3 strikes successful; 29 engaged; 1 lost position; loss in wages, \$400.

Refusal to recognize Knights of Labor 1; unsuccessful; 8 engaged; loss in wages, \$300.

Refusal to recognize Knights of Labor rules, 1; unsuccessful; 5 engaged.

Refusal to recognize union rule, 1 successful; 1 unsuccessful; 91 engaged; loss in wages, \$780.

To assist other trades, 3 successful; 1 compromised; 2 unsuccessful; 21 engaged; 11 lost positions; loss in wages, \$200. To other questions, no answers.

BROOKLYN.

BROOKLYN, May 21, 1887.

We, the undersigned, agree to ask the committee of our shops to come to an understanding with us, and that we do agree to submit the following as a settlement :

First. That \$2.75 per day be a standard for all mechanics, except tin and slate roofers, their standard wages to be \$3.50 per day.

Second. That apprentices shall not be compelled to join the men's society till they have served their full apprenticeship.

Third. That our foreman or superintendent shall not be compelled to belong to the workmen's association.

Fourth. That the workmen we have employed from the first of May shall be allowed to join the workmen's union at the price of initiation before the first of May, if, after investigation, the men are found worthy of membership. If the men refuse to join the said union, we promise to discharge these men. And we do agree not to discharge or lay off any mechanics by keeping these new men in our employ for a length of time till they are known and recognized as members in good standing in your union.

Fifth. No car fare to be paid within the city limits. The hours of labor shall be nine hours for five days and eight hours for Saturday.

(Signed by committee of employers and employés.)

Any difficulty existing in shops to be settled by arbitration by employer and employé.

No. 1631. Employer remarks: "The best thing, in my opinion, is to class labor in grade, according to its worth; it will benefit the men and employers; then we will have a better class of mechanics."

No. 1567. Employer remarks: "In the general strike in May, thirteen members of the union remained at work. They also worked during the progress of the strike in June. The organization imposed a fine of \$25 apiece on ten of the men, and \$10 on three of them—\$280—which was paid by an employer."

No. 1023. Employer remarks: "The cause of this strike was the refusal of the boss to discharge four men who had remained at work during a previous strike. These men were the best mechanics and were receiving higher wages than what was demanded by the union. They were members of the Local Assembly to which the strikers belonged, and, on that account, the strikers claimed that they should have struck out of sympathy, and, if they had done so, they would not have had any trouble in settling their previous strike."

No. 982. Employer remarks: "You wish for my opinion in reference to the cause of trouble in the *labor market*, so called. Well, really, it is, no doubt, a hard matter to judge of. I have had trouble with my men in reference to hours of labor, etc., and, being a workman myself, I sympathize with them. I told them plainly that if they received a cart load of gold every hour for their labor it would do them no good, as they would have to give it back again immediately to others for the necessities of life."

No. 587. Employer remarks: "That all organizations should be compelled by State law to have a charter and that they should be responsible; that they could be made to pay for any damage that they might put an employer or employé to, the same as any stock company or business firm has at present. They are not responsible or reliable and can do a great deal of injury and there is no redress. I would not object to trades unions if they were made responsible for all their members; as at present conducted they are an injury to business and a great injury to their own members in not grading to good material from the poor; leaving the poor idle most of the time."

No. 586. Employer remarks: "The strike in this line of business was malicious, as we were paying the wages paid in New York, which city is supposed to lead the world in wages. The strikers wanted more, and we naturally objected."

SASH, DOOR AND BLIND MAKERS.

Eight reported strikes; 2 successful, 6 unsuccessful, and 222 workmen engaged, 15 of whom lost positions; loss in wages, \$4,509; loss to union, \$1,030; loss to employers, \$2,000. Cause, reduction of hours. Duration — One, 2 days; 1, 6 days; 1, 10 days; 2, 14 days; 1, 17 days; 2, 21 days.

To other questions, no answers.

SKY-LIGHT AND CORNICE MAKERS.

Strikes, including 400 cornice makers, took place last February, for various reasons: Advanced wages, hours, and particularly the employment of non-union foremen. This trade is in close connection with the slate and metal roofers. The terms of settlement were in accordance with the causes of difference. It was agreed that the walking delegate be allowed on jobs at any and all times, and it was also agreed that the men should work nine hours on five days and eight on Saturday; over-time optional, but to be paid for at double price. Double pay Sundays and holidays. Wages to be paid on Saturdays; \$2.75 inside work, \$3 outside.

By formal agreement between the Defense Assembly, 8401, and the Employers' Association it was stipulated that the resolution requiring superintendents and others to be members of the assembly be revoked; no strike without notice; one helper to four journeymen.

Seventy strikes reported; 12 successful, 17 compromised, 41 unsuccessful; 752 workmen engaged, of whom 33 lost positions; loss in wages, \$19,475.38; cost to union, \$1,016; estimated gain in year's wages, \$59,127; loss to employers, \$30,850.

Duration of strikes — One day, 1; 2 days, 2; 4 days, 1; 7 days, 1; 10 days, 10; 12 days, 1; 14 days, 4; 19 days, 1; 21 days, 1; 24 days, 1; 26 days, 1; 35 days, 1.

Causes of strikes, etc.: Employment of non-union men, 39; unsuccessful; 414 engaged; 29 lost positions; loss in wages, \$12,319.50; cost to union, \$866; estimated yearly gain in wages, \$7,614.

Increase of wages, 29 strikes; 12 successful, 16 compromised, 1 unsuccessful; 370 engaged; loss in wages, \$6,399.88; estimated annual gain, \$53,589.

Increase of wages and reduction of hours, 1; compromised; 12 engaged; loss in wages, \$360; estimated yearly gain, \$924.

Rival labor organizations, 1; unsuccessful; 16 engaged; loss in wages, \$396. To other questions, no answers.

No. 1991. Employer remarks: "I believe that the Legislature should, if it has the power, enact laws equally protective in character. That an employer should have the right to employ and an employé should have the right to work for whom he will at whatever price agreed upon between them; that it should not be lawful to force an employer, through the agency of trades unions, to pay all employés classed as mechanics the same wages irrespective of their ability to

earn it. Such is the fact to-day. The only redress is, if the man does not suit, discharge him. This is not always desirable or practicable, as there is very often a scarcity of men, and the man could be made use of according to ability, without injustice to either side, if not for the above fact."

STAIR BUILDERS.

Three strikes reported; 1 successful, 2 unsuccessful; 35 men engaged, of whom 15 lost positions. Boycott reported pending. Cause, 2 to assist plumbers, 1 to assist plumbers and painters. Duration, 1 in 1 case; no reply in others. To other questions, no answers.

STEAM FITTERS.

Five strikes are reported, of which 4 were successful, 1 unsuccessful; 41 workers were engaged; 5 lost positions; loss in wages was \$557.50. Causes and details as follows:

Duration, 1, 18 days; 1, 10 days. Causes, to assist other trades, 4; number engaged, 16; lost positions, 5; loss of wages, \$557.50; employment of non-union men; engaged, 25; successful. To other questions, no answers.

STONE CUTTERS.

Seven strikes reported, of which 6 were successful, and 1 unsuccessful; 121 workers engaged in strike; 4 lost positions; loss in wages, \$14,223; loss by union, \$1,008; loss to employers, \$51,000. Duration, 42 days. Causes, reduction of hours, 6; refusal to recognize union rules, 1. No other answers.

No. 423. An employer says: "As long as the Knights of Labor rule with an iron hand, I find it is not safe to engage in any new work, and will resign positions. While I have been engaged in business for thirty-eight years, I have treated my men with respect, but cannot bear one outside of our business to dictate what we must or must not do. If this outside authority came from the State or the United States, we would know how to deal with it, but I am too old to fight wind-mills."

No. 600. An employer says: "There is a class of inferior workmen that cannot earn the price agreed upon (day wages), even with the increase of piece work, and the result of increasing the price list has been to send more work to the quarries to be cut, as they do not pay so much there; competition in trade requiring the bosses to procure it at the place where it can be cut cheapest."

No. 786. An employer says: "It is my opinion, if there is no legislation to prevent secret societies or others from the interference

between the employer and employés, that the business of the country will eventually become demoralized. The employer of to-day is not an independent man, but dictated to by a foreign element, bringing with them socialistic ideas, caught up by a set of demagogues who have poisoned the minds of unthinking workmen with the ideas that the manufacturers desire to make slaves of their employés; to build up fortunes off their labor, the result being that the employers of to-day, as a rule, have their capital invested, devote all their time, assume all the responsibility of business, and the net profits of their business do not amount to the wages paid to one man."

STONECUTTERS (BLUE).

One strike in this trade; compromised; 48 men engaged; loss in wages, \$1,000; loss to employers, \$11,000. Duration, 9 days. Cause, refusal to recognize union rules.

STONECUTTERS (GRANITE).

Eighteen strikes reported; 2 successful, 15 compromised, 1 unsuccessful; 112 were engaged, of whom 2 lost positions; loss in wages, \$1,978; estimated yearly gain in wages, \$18,417; loss to employers, \$1,933. Duration, 10 days, 16; 5 days, 1. Causes, increase of wages and union rules, 16; full payment of earnings.

No. 592. An employer says: "I don't think it any benefit to any upright man to be dictated to by any one who never knows what is right or wrong, and my experience has taught me that unless workmen take the advice of honest and industrious business men they will always be slaves to their work; and very few men ever make any headway other than just barely live a miserable existence for the simple reason that they have no will to do what every upright man should do unto others as he wishes to be done by. I, for one, am self-made, and could make more wages than any other five men in the same business, by doing my boss's will. I always minded my own part of my duty that I hired for and never found any trouble about earning good wages. Neither did I find it hard work to save money, for I did leave but little to the saloon keepers. I worked 15 years for a prosperous man. I was but a poor man's son and worked from my eighth year, and had to educate myself at night-school."

The strike in this trade (some firms claim it was not a strike, but only a friendly revision of wages scale, including apprenticeship rules) took place in Brooklyn. There seems to have been little or no suspension of trade, and a scale of prices was arranged without

any unpleasant feelings on either side. The chief difficulty seems to have been that there is a good deal of very rough work, requiring very little skill, and for which it is not thought just or reasonable that the workers should receive the best wages, which are willingly paid to skilled hands. One effect of this is disclosed by

No. 596. Which remarks: "The trade cuts as much of this work (here at home) as possible; but through this strike more work is now sent directly to quarries where the stone is produced."

TILE LAYERS.

Three strikes reported ; unsuccessful ; 26 workers engaged, 10 of whom lost places ; loss in wages \$315. Duration of strike 10 days. Causes, to assist marble workers, 2 ; to assist plumbers, 1.

GENERAL TRADES.

AXE MAKERS.

One strike only is reported in this trade. An important firm had a difference in April, 1887, with their hands, on the question of wages, and the amendment of alleged objectionable shop rules. The demand was for an advance of 15 per cent. in wages, which was refused by the employers. Thereupon the men quit work. The wages paid were \$2 and \$3.50 a day to journeymen, \$1 and \$1.50 to helpers. The business was necessarily reduced, only 9 hands remaining in the shop. But after a few weeks delay some of the old employés drifted back one by one, while others got work elsewhere, and though there was no formal settlement, things assumed their old shape in about two months. The strike was orderly; no damage to property or assaults. The employers report no losses to themselves from any cause. Duration of strike, 2 months; shop not closed. Number of men on strike, 65; 9 kept at work; no arrest nor boycott; no loss on contracts; none refused nor was trade diverted; no discrimination; no formal settlement; strike was unsuccessful. Loss of wages sustained by men returned by employers at about \$5,000.

BAKERS.

The last year's report of this Bureau brought forward the hardships of the journeymen bakers; small pay, long hours and poor living, and the effort to make improvement in their bad condition.

There were employers, too, whose positions attracted attention and to some extent sympathy — Mrs. Gray and Mrs. Landgraff. Mrs. Gray drew much gain from the fight she made against an unjust boycott and from which she came out successfully, while Mrs. Landgraff, whose case was harder, did not somehow seem to catch the public sentiment.

This year the bakers, having perfected arrangements and strengthened their position, determined on still further reducing their hours of work and on bringing non-union shops into line. The union passed resolutions to work 11 hours on 5 days of the

week and 13 hours on Saturday; also to continue their agitation against Saturday night work, to which some leading employers promptly gave in their adhesion. The return made by Bakers' Union No. 1, gives the demands made on employers and on union members, as follows:

"1. Only union members to be employed.

"2. Five days in the week 11 hours, and Saturday, 13 hours; 30 minutes allowed for meal-time.

"3. From Saturday to Sunday no work to be done.

"4. No workman to take his board with the employer; in place thereof to receive \$4 compensation.

"5. In hiring workmen you are to avail yourself of the labor bureau of the union, No. 263 Bowery.

"6. These requisitions hold good until Monday next, after July 1, and should you delay in accepting them the union will feel compelled to take other and further proceedings against you."

In explanation of the above, the union officers remark:

"The demands have been acceded to by about 500 employers with about 2,000 hands. There are yet about 600 bosses employing about 2,500 hands, who violate one or more conditions of the union. The union does not intend to declare or provoke a general strike in these shops, but expects that through the 'union card' and with the assistance of organized labor, they will soon be able to induce the yet hesitating bosses to accept the conditions of the union."

1167. This employer was boycotted and seems to have gone through a heap of trouble. He says: "Since I have an open shop I get more satisfactory work out of the men, and there is not one-half as much waste as when I employed union men. I think that union men rely on their union to keep them in work, and are therefore more wasteful."

1422. This was a case of boycotting. The union issued hand-bills of which the following is an example:

Boycott.

"The undersigned, Union No. 13, Vienna Bakers, beg the public and all organized labor to patronize only union bakeries. Boss baker, J—— N—— (address), is opposed to organization of labor. He pays his men \$8 a week by a working time of 12 hours a day. Furthermore, he declared that no organization had a right to interfere with his business conduct. We, therefore, request all our friends to help us in our just cause, and buy only out of union bakeries. Very respectfully, Union No. 13, Vienna Bakers."

In reply to this, 1422 issued his counterblast.

"Answer to the boycott circular of Union No. 13 (Vienna Bakers): I would herewith respectfully inform the public, that all the accusations brought against me by Union No. 13 (Vienna Bakers), are lies. Figures tell. The assertion by the above-named union, that my employés were only earning \$8 a week for 12 hours work is nothing but a *mean lie*, as I can satisfactorily prove by the wages I am paying: C. H. \$15, A. W. \$10, the third S. (a Bohemian) \$8, for 9 hours work. Ever since the existence of my business we have never worked longer than 12 hours, and that at a time when they were working 14 and more hours in most bakeries, etc."

No. 1404. A well-known New York city firm says: "We have not, to our knowledge, had any strike or boycott at our place of business. The only difficulty between our men and ourselves has been in regard to work on Saturday nights, which as we pay extra for, we insist upon having done."

No. 1395. The union explains the cause of this strike: "The workmen had to sleep in the cellar, to which the union objected. When the bosses refused to make any changes in the system of bedding his workmen in the cellar, the union reported the case to the Board of Health, who compelled the employer to abolish the system. The union did not make any further effort in this case to enforce the rules of the organization." (Assuming this to be true, and it is uncontradicted, the sympathies of the customers and consumers would not be with the master baker.)

No. 1291. This was a case of strike and boycott, probably from misunderstanding otherwise; as the employer tells the tale, it is unintelligible. He says: "The German and English unions have a rule between themselves that a German unionist cannot take an Englishman's place, and *vice versa*. Having call for baking done by Germans, I secured for my foreman a place in Connecticut and hired a German. On this account, though my first foreman was satisfied, the English union called out my second hand. I then filled his place with a German; for this I have been boycotted. Have not had a strike or other trouble."

1416. Perhaps the best known baker in New York says: "Within the last year the working hours of my bakers have been reduced from twelve to eleven hours and wages in some branches have been increased. The relations between myself and my employés and their several unions have been pleasant, no threatening demands having been made upon me, all slight differences amicably adjusted and the requests addressed to me either granted or, in case of dissent on my

part, satisfactorily arranged. While I find the margin of my profits decreased in proportion to increased expense for labor, the general increase of my business seems to partly equalize the result in general of a year's work."

Last July a boycott was put upon a baker in Eleventh avenue, New York. The cause was the employment of non-union men. A demand was made by Baker's Union No. 1 that the four employés be forced to join the union or dismissed. The proprietor declined to interfere, saying he was satisfied with the men and would not dismiss them, but that the delegates might go into the bake-house and reason with them. This offer was declined and the boycott placards were issued.

Two men were held to bail in August last on a charge of conspiracy. They had distributed hand-bills issued by Journeymen's Union No. 1, urging a boycott of the employers for overworking their employés and other causes.

The returns for the past year show strikes in forty establishments, as also one general strike, in which the number of establishments is not given.

Twelve strikes and 5 boycotts, in all 17, were successful; 1 was compromised; 16 were unsuccessful; 7 boycotts were pending.

In twelve establishments it was only thought necessary to "threaten to strike;" the men remained at work, while a boycott was placed upon the shop products. In April the bakers of Syracuse demanded shorter hours, ten instead of twelve. This was a general strike; number of firms not given; lasted a part of one day, and was successful.

Cost to unions, \$1,529.60 with losses to the employers of \$1,400. Of the whole number of troubles, 24 were simple strikes, 5 were strikes followed by boycotts, and 12 were simply boycotts. The number of arrests this year is noticeably less as compared with those of the previous year; for this year none are reported, while last year 51 were arrested. The causes, effects and results in detail are as follows:

Employment of non-union men, 2; successful, 1; unsuccessful, 1; number engaged, 55.

Refusal to recognize union rules, 6; successful, 3; pending, 2; unsuccessful, 1; number engaged, 40; lost positions, 3; cost to union, \$36.

To assist painters, 1; successful.

Union rules regarding employés, 1; pending; number engaged, 1; lost positions, 1; loss in wages, \$2.50.

Reduction of wages 1, unsuccessful; number engaged 3, all of whom lost positions; loss in wages, \$15; cost to union, \$35.

Opposed to Saturday night work 2, unsuccessful ; number engaged, 13 ; lost positions, 5 ; loss in wages, \$140 ; cost to union, \$134.60.

Refusal to recognize union rules relative to hours of labor, 9 ; successful, 4 ; compromised, 1 ; unsuccessful, 1 ; pending, 3 ; number engaged, 27 ; cost to union, \$213.

Against boarding with employer, 1 ; unsuccessful ; number engaged, 8.

Discharge of union men, 2 ; successful ; number engaged, 16 ; loss in wages, \$520.

Increase of wages, 1 ; unsuccessful ; number engaged, 5 ; lost positions, 3 ; loss in wages, \$363 ; cost to union, \$200.

Reduction of hours, 15 ; successful, 6 ; unsuccessful, 8 ; pending, 1 ; number engaged 58 ; lost positions, 1 ; loss in wages, \$30 ; cost to union, \$911.

Of these strikes 1 was settled by conciliation ; 12 by conciliation with labor organization, and 16 were abandoned. Five boycotts were successful, 1 was compromised and 7 were pending at the time of the report. One employer reports that all of his new men were assaulted ; 1 claimed intimidation was used and 1 reported no trouble. The rest of the employers did not report. Three reported no arrests and therefore no disposition made of case, in which respect the union report fully agrees. From the balance of the queries no answer was received in regard to discriminating against union men, but two employers say yes ; 15 no ; 24 blank. Three employers said they were unable to fill contracts by reason of strikes ; 4 said no, and the remainder did not report. Two reported loss of \$200 each by non-fulfillment of contracts ; 1 one could not tell amount. One employer refused a contract and lost \$200 thereby, while 6 reported no refusals. Five reported their trade diverted, while 4 denied any change. Three firms placed their total diversion at \$1,500, while 2 could not estimate it. No damage to goods or machinery was reported. To all other questions no replies were obtained.

BARBERS.

The men of this trade are active in defense of their constitutions and in assertion of their rights. They have an easy mode of appealing to the public against any unsatisfactory or obnoxious employer. As explained further on, the union card is usually hung conspicuously in the shop, but if the employes are on strike the card is withdrawn. This notifies the customers that they are in a non-union shop. The unions are in earnest as to hours and wages.

No. 1913, says: "The president of the Barbers' Union said they were going to boycott the big shops first, and he would never rest until all large shops that do not comply with the rules of the union shall be ousted."

No. 1387, union makes the following remark: "It is the custom of the Barbers' Protective Union to furnish union shops with 'union cards' which read: 'This is a union shop.' These cards are granted to proprietors of barber shops under the condition that they keep union hours, and in case they need any help to employ only union men. This card to be hung in the show window. In case an employer violates the condition under which the card is granted, the union reserves the right to take the 'union card' away, which means virtually a boycott, for as a rule no member of a trade organization will patronize a barber shop that has no 'union card' in the window. In fact several unions, for example the International Cigarmakers Union, the National Bakers' Union and others, have resolved to levy a fine of from \$1 to \$2 upon every member that is found patronizing a non-union barber shop. One employer after the union had declared his shop non-union refused to give up the 'union card' to the officers of the union. The union proceeded legally against him and Judge McCarthy from the Seventh District Civil Court, New York, decided in favor of the union."

No. 1378. An employer says: "I beg to submit the following: Ten hours should constitute a day's work for every artisan, bosses included. If so determined by law, both employer and employé would be compelled to rest after their day's work is done, and no 'Italian' or other could thus keep his shop open longer, to the detriment of others, whose trade naturally he diverts or absorbs. Moreover, offenders against such law should be liable to be cited before a magistrate and a fine imposed upon them upon the spot. In conclusion I would say that the only class of people that require longer hours are such as fall within the line of keeping stores of provisions, food, refreshments."

The New York city barbers continued their agitation for shorter hours during the past year, and, like the bakers, succeeded in having their demands granted, more through the medium of the boycott than by any actual suspension of work.

Of the 20 establishments reported to this Bureau, 16 were simple boycotts, and 4 were strikes, followed by boycotts. In 10 of the boycott cases they were successful, the other 6 cases being unsettled at the close of this report. One of the strikes was successful, and 3 were unsuccessful. It is reported as to the 10 successful boycotts that 6 of the employers gave up business, and their successors granted the demands of the union. The 35 men

engaged lost \$54 in wages ; the cost to the union amounted to \$30 ; 6 lost positions. Two of the employers were fined for violating agreement ; total loss to the employers \$392.50. The causes and results are stated as follows, in detail :

Refusal to recognize union rules relative to hours of labor, 20 (boycotts and strikes) ; successful, 11 ; unsuccessful, 3 ; pending, 6 ; number engaged, 35 ; lost positions, 6 ; loss of wages, \$54 ; cost to union, \$30 ; loss to employers, \$392.50 ; boycotted, 20 ; successful, 11 ; pending, 9 ; 1 striker arrested and placed under \$100 bail for distributing boycott circulars, and 1 arrested for assault, case dismissed. As to discrimination, 4 say no ; balance, blank. As to loss on contracts and contracts refused, 2 employers answer none. Three establishments report a diversion of trade, 1 to the extent of \$40 per month and another at from \$25 to \$30 per week. No answers to other questions.

BARTENDERS.

The grievances of bartenders, as reported to the Bureau, for the past year, were not numerous. Trouble occurred in but two establishments employing five men, all of whom lost their positions. In one case, No. 2064, the Central Labor Union officers investigated the strike and, disapproving the action of the bartenders, ordered the men back to work. One strike lasted 150 days, and a boycott was placed on the establishment, which, after five months duration, proved successful, as the business was disposed of ; but the boycott was taken off when a new proprietor conceded the demands for recognition of union rules.

To carry on the boycott and for other expenses, the union expended \$30. Mode of settlement, conciliation with labor organization. The other strike was on account of a refusal to recognize union rules and resulted unsuccessfully and was also abandoned. To all other questions no answer could be obtained, as former proprietors had moved away. Although these 5 men lost their positions the net annual increase in wages accruing to other union men taking their places amounts to \$1,295.

BLACKSMITHS' HELPERS.

Five strikes and 1 threatened strike were reported to the Bureau in this branch of the blacksmiths' industry. Number engaged in these strikes was 196, only 2 of whom lost positions. Three strikes were successful ; 1 was compromised, and 2 unsuccessful.

Strikers lost \$879 in wages, but they made a net annual increase of \$312. The strikes were of short duration. The following is the summary:

Increase of wages, 4; successful, 1; unsuccessful, 3; number engaged, 26; lost positions, 2; loss in wages, \$12; estimated gain, \$312. Demand for semi-monthly payments, 1; successful; number engaged, 170; loss in wages, \$867.

Refusal to recognize union rules, 1; successful. There were 2 of the strikes in which no formal settlement occurred; 3 were abandoned, and 1 was settled by conciliation with labor organization; 2 report no boycott; no discrimination as to employes. To all other questions, no answer made.

BOILER MAKERS.

In this trade there were two strikes. One firm compromised at an advance of 10 cents a day, which it would seem might have been conceded without driving 7 men to a strike. The other was unsuccessful, and entailed a loss of wages amounting to \$3,710, and cost to the union \$364. Seven men, however, secured an estimated annual net increase of \$218. The causes, results, etc., in detail, are as follows:

To assist machinists, 1; unsuccessful; duration, 18 days; number engaged, 52; lost positions, 6; boycotted, no; loss in wages, \$3,650; cost to union, \$364; abandoned.

Increase of wages, 1; compromised; duration, 5 days; number engaged, 7; lost positions, 4; loss in wages, \$60; estimated yearly gain, \$218; no formal settlement; boycotted, no. To all other queries, no return made.

BOOK-BINDERS.

Twenty-six strikes, involving 547 employes, are reported to have taken place during the past year. Three were unsuccessful, 21 were successful, 2 were compromised. The employes lost in wages \$5,915.25; employers lost \$600; estimated gain in wages for one year, \$1,466; lost positions, 9. The causes, effects, etc., are as follows:

Opposed to contract system, 1; unsuccessful; number engaged 22; lost positions, 9; boycotted, yes; result of boycott, unsuccessful; loss in wages, \$1,600; loss to employer, \$200; strike abandoned. Cause of strike unknown; unsuccessful; abandoned; duration of strike, 14 days; number engaged, 81; boycotted, no; loss in wages, \$1,600; no dis-

crimination; no loss on contracts; none refused; no trade diverted; two of the employés of one establishment assaulted; no arrests. To other questions, no answers.

BRASS WORKERS.

This trade, as may be seen by reference to the report of last year, page 491, was already beginning this year's business with the legacy of a general strike, or lock-out, for short hours and in particular for the Saturday half-holiday with full pay. This was settled satisfactorily at 55 hours a week. The trade is one in which there is much competition. Formerly it was limited to a comparatively few employés and workmen of artistic tact, as well as mechanical skill. Now, however, although the demand for brass goods is greatly enhanced, the facility of production is much greater, and while designs call for art and taste, the mechanical department of the trade has very much changed. The extensive use of brass goods and fixtures, both for common and also for decorative purposes in a variety of ways in stores, offices, private dwellings and public edifices, has favored the growth of the trade, while on the other hand there has been great diffusion of business and competition in prices. The result of this upon New York trade may be noted in some of the employers' "remarks" on the strikes and their causes.

Employer (1325) says that finished goods can be brought from other States at prices no higher than New York city cost, and adds: "Our men made a demand on us for the Saturday half-holiday, and we felt we could not afford to give it to them and compete with our competitors who had their factories in other States and who were working 60 hours per week. During the lock-out we bought all brass goods from manufacturers that had their factories in Ohio, Connecticut and Massachusetts, *at prices that were equal to our cost.*"

No. 1589. "When my men struck I found others that were willing to fill their places—that is, as many as I wanted—and when the strike was declared off I took some of my best men back. Now, union and independents work side by side, not a word so far as I know. I have given my workmen Saturday after 3 p. m., with the understanding that they go home to their families with their pay and not spend their time and money in liquor saloons—which was the case when I stopped my work at noon. Furthermore, I find that if employers in our line will pay their workmen fair wages and use them well, they can get all the help required."

No. 1934 says: "We think that legislation is needed for the protection of persons in their individual rights and an easy mode of prosecution of any person or persons who interfere or seek to interfere with the rights of an individual."

On this point another firm engaged in last year's trouble, remarks as to the effect of outside competition: "We were forced to lock our men out by the refusal of the country houses to agree to the same hours of labor as the houses in New York and Brooklyn. When it was decided by the houses here that it would be necessary to adopt the schedule of time in force in the country, in order to enable us to compete with firms there on anything like an even footing, all the men threatened to go out on strike. They would not consider the employer's position at all."

After the summer stock work of 1887 was through, the Manufacturers' Association decided that they could not continue the Saturday half-holiday. The following notice was posted in the several shops:

August 30, 1887.

To our Employés:

About fifteen months ago we granted to you in good faith the Saturday half-holiday with full pay, hoping that we could continue it without serious loss to ourselves. Having given it a fair trial, we regret to be obliged to discontinue it, for the reasons that we find we cannot afford the loss, and owing to the competition with manufacturers in this and other cities who have not granted the half-holiday, and who pay lower wages than we do. Therefore, dating from September 5, 1887, 59 hours will constitute a full week, with 60 hours' pay, excepting the 8 weeks succeeding the first Monday after the 15th June, 1888, during which time 55 hours will constitute a full week's work, with 60 hours' pay.

We make the concession of the half-holiday during the 8 weeks in the summer, trusting that it will be appreciated in the same spirit of good-will in which it is granted.

In consequence of this a general meeting of brass workers was held and the executive board was ordered to declare a general strike in all factories of New York and Brooklyn to enforce the half-holiday. Previous to taking this extreme step, however, the brass workers' delegate waited on the president of the Employers' Association and laid the matter before him with a view to friendly settlement, and especially asking for a conference. The result of

this talk was a meeting of the manufacturers and a letter from that body as follows:

September 22, 1887.

In answer to your request for a conference regarding the action taken by this association in respect to the Saturday half holiday, we would say that the circular to our employés on the subject was issued after several months of the most earnest and careful consideration. The same conditions and reasons which then prompted our action exist now, and under these circumstances we deem it useless to reconsider our decision and must therefore decline a conference on the subject.

Sec'y Chandelier Manufacturers' Association.

In consequence of this notification a general meeting of brass workers was convoked in Clarendon Hall. At first the chandelier makers had been the branch chiefly interested, but now the whole trade fell into line. The workmen decided not to go on strike, but they would simply take the Saturday half-holiday particularly, as in Philadelphia the half-holiday was retained. In pursuance of their resolution the men in a number of shops retired at noon on September 24. The employers decided that they would give pay only for fifty-five hours, which, under the circumstances, the men accepted, until otherwise determined.

October 4, the manufacturers not having come to any decision, there was a strike in a leading Brooklyn shop. This was meant as an opening in order to force some general arrangement.

October 8, there was a lock-out in several leading shops. It was pretty generally felt that the brass workers' half-holiday would be a test case for other trades, and upon its result the movements of other trades might depend. Interviews took place between employers and employés in various shops, and business being brisk, with many orders on hand, some employers were supposed to be willing to make the concession rather than lose their season. It was alleged that efforts had been made by New York employers to induce the Philadelphia manufacturers to join in the lock-out, but the Philadelphians did just the reverse, they continued the half-holiday and the full pay. On the other hand, it was asserted, Indianapolis, which is an important western centre for brass workers, would support the men in their demand. At

this point the State Board of Arbitration intervened and offered their assistance.

October 10, the first session of the Arbitration Commission was held, at which the manufacturers, the workmen and the Central Labor Union were represented. The case was opened and the commission suggested the propriety of a conference between the two parties, for which the session was adjourned until next day. On the eleventh the parties met again and the Commissioners of Arbitration having left the room, matters were debated but no conclusion reached other than a repetition by the manufacturers of their former resolution and a refusal to treat further as an association, leaving each employer and each shop committee to make their own arrangements.

This attempt at amicable settlement having failed, matters were relegated to their original condition.

Eventually the workmen submitted to necessity, but it was not until the middle of November that the lock-out may have been considered at an end when the following was posted in various shops:

To our Employés:

Under the rules of the Chandelier Manufacturers' Association, this factory will be run on the following time schedule as set forth in our circular of August 30, viz.: Fifty-nine hours will constitute a full week's work with 60 hours pay, excepting the 8 weeks succeeding the first Monday after the 15th of June, 1888, during which time 55 hours will constitute a full week's work with 60 hours pay.

Secretary Chandelier Manufacturers' Ass'n.

NEW YORK, November 5, 1887.

During the dispute the question arose whether under the conditions the employers had laid themselves open to a charge of conspiracy in attempting to coerce the men into submission to the terms offered by a single shop, treated as a test case.

The suggestion of illegal combination did not, however, get beyond the point of preliminary discussion.

The summary of causes and effects is as follows: Twenty-six establishments have been reported as having had trouble; 1,666 workers were concerned; 55 lost their positions; 3 strikes were successful; 1 was compromised and 22 unsuccessful. The workers lost \$124,670.29 in wages, and their union assisted them in the amount of \$4,160.

Discharge of foreman, 1, unsuccessful; number engaged, 19; lost positions, 2; loss in wages, \$200.

To assist molders, 1; compromised; number engaged, 10; loss in wages, \$150; cost to union, \$60.

Saturday half-holiday, 24; successful, 3; unsuccessful, 21; number engaged, 1,637; lost positions, 53; loss in wages, \$124,320.29; cost to union, \$4,100; time lost, 273½ days; longest strike continuing for 79 days and the shortest for one-half day. Twenty-two strikes were abandoned; 4 settled by conciliation with labor organizations; discrimination, 22 report no; no report from 4 others. As to ability to fill contracts, 15 say no; 6 say yes; 1 blank; 4 no report. Loss from this cause 6 say \$1,125; 2 \$2,000; 6 can't tell; 1 very great; 6 no report; 3 blank; 2 nothing. Six firms report lost contracts; 8 blanks; 6 do not report; 1 says \$200; 5 say impossible to state; 8 report trade diverted; 3 say no; 11 blank; no report from 4; 1 firm puts diversion from \$300 to \$500; 3 say none; 17 do not report and 5 say "impossible to state;" 10 report no damage to goods or machinery; 1 case of assault; 1 of intimidation; 1 reports arrest; Disposition of the cases not reported; all other questions unanswered.

BREWERS.

NEW YORK CITY.

The journeymen brewers of New York are a numerous body of workmen and are formed into powerful and influential unions. In the year 1886 an agreement was made between employés and employers as to wages, hours, etc., which worked satisfactorily for the interests of both parties. In 1887, the agreement having of course expired, there was some hesitancy about its renewal. Amendments and additions were sought by the leaders of the journeymen, which were objectionable to the employing brewers. The most important had relation to the men being all Knights of Labor; also, that all new hirings must be made through the medium of a union employment bureau, leaving to the employer only a right of veto. The difficulty of a satisfactory settlement is believed to have been increased by want of accord between the Central Labor Union and D. A. 49. The matter was brought to a head by a visit made by the master workman upon the chairman of the Ale and Porter Brewers' Association of New York and New Jersey. The master workman submitted an agreement embodying the repetition of last year's terms as to wages and hours, but

making provisions for the new ideas as to union men and union hiring. The chairman declined to deal with the representative of D. A. 49 officially. At this moment, whether in consequence of the representative's visit and dismissal or as an individual act is not known, a strike took place at Leavy & Britton's, in Brooklyn.

BROOKLYN.

In September last there had been a general rumor of an impending strike by brewers' employés; the question at issue being the renewal of the previous year's labor contracts, with some added conditions and restrictions, and in particular, making the rule for employing union men more stringent. The rumor culminated at last in something like an overt act. Members of the Ale and Porter Brewers' Protective Association waited on Leavy & Britton, and formulated a demand that no men should be hired by that firm unless members of or recommended by the association. This it was understood at the time was not specially directed against Leavy & Britton, who are reported the largest firm in Brooklyn, but was intended as the thin edge of a wedge to be worked against the whole trade. Messrs. Leavy & Britton having declined to discuss the question at that moment, the visitors interviewed the drivers of the firm, and left after a stormy discussion. The immediate result was that about 40 men struck after next pay-day. The right of introducing new workmen by the union was the main cause of quarrel; wages and hours had been settled the previous year and both parties were satisfied on those heads, but the employers objected to the union controlling the hiring of help, and in particular they objected to the walking delegate, who would be a necessary sequence to the exclusively union men. The master brewers have their own organization for mutual protection, which is pretty strong; one of the stipulations being that a member's losses through a strike shall be made up by the association.

Mr. O'Connell, the president of the Employés Protective Association made an announcement through the public press, controverting all Leavy & Britton's statements; complaining of nefarious conduct and asserting that other master brewers were not acting with Leavy & Britton, but on the contrary stood ready to supply merchandise to any of Leavy & Britton's customers. In rejoinder to this the

contract and rules of the Master Brewers' Association were published with names in full, stating :

First. That there is no question of wages or hours involved in this matter, our men being perfectly satisfied on that score.

Second. That we deny the right of any organization to demand that only their members shall be engaged in our breweries, and that is the only question at issue.

Third. That we are not necessarily in opposition to union men, as we have made an agreement with one union, which we are ready to sign with any other union.

Fourth. To show that the trade are a unit upon this matter, the following firms have signed and entered into an agreement to protect each other in the case of a strike or boycott.

(Signatures of thirty-six firms.)

Mr. O'Connell also explained the cause of the difficulty and reiterated his position that Leavy & Britton had commenced a war against organized labor to be fought in detail, by getting rid of the men one by one and replacing them with non-unionists ; in that way a victory would be won and wages could be broken down. Meanwhile the Central Labor Union had something to say and declined to indorse the strike by Leavy & Britton's employés. Other associations also made inquiry into the matter with varying results.

The bitterness of spirit with which this contest was waged may be inferred from the threat to watch all Leavy & Britton's customers and to denounce any illicit Sunday trading by any of them. Whether this threat was reduced to action does not appear.

Leavy & Britton, acting under legal advice, brought suit against O'Connell and against the Long Island Brewing Company, in whose service O'Connell was alleged to have been during the time he was pushing the strike against them and seeking to boycott their goods. Conspiracy was charged ; the intent being to break down Leavy & Britton's trade and to divert it to the firm in which O'Connell was interested.

Particulars of this suit will be found elsewhere.

The New York brewers came near taking part in the longshoremen and coal strikes from active sympathy, with which they were only saved by the prudent conservatism of the union secretaries.

It is elsewhere stated that D. A. 49, in their efforts to sustain the longshoremen's loss, resolved to call out all labor organiza-

tions which belonged to their body, and who could by any inference, however strained, be presumed to sympathize with the coal handlers and longshoremen in their great strikes of January and February, 1887. To this end, the brewers' journeymen, a body of not less than 5,000 men, with ramified interests, including a wide business range, were called out. Parties interested took counsel in the emergency, and particularly with the secretary of the Master Brewers' Association. The order proposed was not against the use of "non-union coal," but was to include all breweries. It was settled between these sensible men that there was no such grievance as would warrant a general strike; particularly as trade relations had been satisfactorily established between masters and men, and that there was every prospect of a good year ahead. For these prudential reasons, they declined to issue any order, or even to convene any general meeting with that object in view.

Ehret's Case.

By reference to the report of this Bureau for 1887 (pp. 765, etc.), it will be seen that the boycott of one Theiss, a beer saloon and concert hall keeper, was, by reason of the law proceedings and attendant circumstances, quite an important case. An incident of the case was the boycott put on George Ehret's beer on account of the part taken by that eminent brewer in the settlement of the difficulty. To the casual observer, it seemed that Ehret had only acted in the interests of peace and harmony, but seen through the optics of the Central Labor Union, his interference took quite another color and phase. So he and his beer were put under boycott, with serious probable loss to himself, his employes and the lager consumers. After the Theiss affair had been settled, and Governor Hill had wisely and considerately pardoned the aggressive unionists who had acted illegally but in ignorance of law, it still remained to settle in some manner with the Ehret offender. It was not until after protracted discipline and much persuasion that the extremists in the councils of labor were beaten, and that the boycott was declared "off," which happened in March, 1887. The injury done to the Ehret interest by the boycott has not been ascertained; it was currently assested that the Ehret beer had increased in public favor, and that the people drank it as a protest against boycott.

No. 4. This was a strike of employes in a well known New York

city brewery. The brewery carries on both malting and brewing. The strike was in the malt department. The firm alleges the cause of strike, "because I did not concede the walking delegate's demand to go through my malt-house." The union says the strike was caused by "refusal of the men to carry malt to the brewery, which work belongs to the brewers; their demand being that they should only do the work belonging to their trade."

Whatever the cause of the difference, we learn that a K. of L. delegate investigated the matter, and "ordered the men back, stating that they had no just cause for leaving their work." This gave great dissatisfaction to the maltsters, who insisted that they had a good cause of strike, and had not been consulted by the D. A. 49 committee, which ordered the strike "off." The business of malting requires constant attention while the process is on; otherwise the material gets over-heated and spoils. It calls for little experience or skill on the part of the laborers.

Lyman Case, New York City.

In June last the Central Labor Union underwent an intestinal commotion from the differences between the ale and porter brewers, a Knight of Labor body, and the journeymen beer brewers, an open union affiliated with the Central Labor Union. Messrs. Lyman & Co. had hired open union men. To this D. A. 49 objected and called on Lyman & Co. to discharge them, which was done. Thereupon the Central Labor Union called on Messrs. Lyman to reinstate them and to dismiss the new men, which was refused, and, therefore, a boycott was put upon the firm's merchandise. Its formal removal has not been notified to this Bureau, though it may be presumed to have been nugatory.

New York City Brewers' Employés.

Nos. 1392-93. These cases scarcely got beyond the category of threatened strikes. The grievance being made known was promptly redressed without interruption of business. The wagon drivers for several important brewing firms complained that they had to work over-time. The union took the matter in hand, waited on the firms in question and called attention to articles VI, and VIII, of the trade agreement, which provide as follows:

"VI. With every extra trip (as mentioned) made after the regular ten hours a helper shall be furnished.

"VIII. Every wagon drawn by more than two horses over a customer's route within the city shall have two men assigned to it."

The employers admitted the justice of the case and the alleged wrongs were righted without hesitation.

Eiermann's Case.

This is a case of a workingman against his own union. Henry Eiermann was a journeyman brewer and also a union member. He was suspended from his union privileges on the ground of alleged embezzlement of union funds. Finding that this suspension and its alleged cause interfered with his chances of getting employment, he sought the aid of the law courts and asked for an injunction to restrain the Brewers' Journeyman Union from interference with his attempt to get employment, and in particular to restrain them from declaring a boycott against any person who might be willing to use his services.

The application was made to Judge Patterson, in Brooklyn, and awaits his decision.

ALBANY.

A discussion took place in the spring of 1887 for the purpose of making hours of work more regular and rearranging wages. The matters at issue were amicably settled at last to the satisfaction of both parties.

No. 341 remarks: "It has been customary for some employés to do the work to be done either night or day or on Sunday. Our business, so called, is not a *business*. It is get your money when you can and sell all you can. No specified time of payment to us. Knights of Labor proscribe our 'business' and forbid us joining their order, but take charge of our men and organize them and forbid our hiring a man who keeps a saloon. If we have any men we may keep them and they may keep the saloon, but we may not hire a new man who keeps a saloon. No legislation required except to start from the foundation and build up anew. Build a republic that will be one in fact as well as in name."

TROY.

A short strike for regulation of hours and wages took place in Troy, which was settled satisfactorily after friendly discussion. The rules of the union provide for the admission of one apprentice in each brewery.

BUFFALO.

May 1 is the usual day for testing the *Mai Trank*. The Buffalo brewing employ  s kept the custom by a strike for several causes, better pay, shorter hours, and no non-unionists. The general result was a satisfactory settlement which reduced the strike to little more than a demonstration. The reconstructed rules fixed the period of apprenticeship for 3 years with one apprentice to 10 journeymen, and no brewery to be allowed more than 3 apprentices.

No. 737. Employers say: "On the day of the strike our malt floors were full of barley heaps, being converted into malt, covering 1,350 bushels, all of which required constant turning. There were about 800 bushels in the steep and 500 bushels on the kiln. All required attention and not a single man on hand except the brewer or foreman, who was obliged to perform the work of several men. In our cellars there were over 8,000 barrels of beer stored and under process of fermentation, which also required very close attention. Had the strike continued our loss would have been over \$35,000 at the least calculation. Therefore we were obliged to accede to their demands.

"We would respectfully suggest that a law be passed forbidding strikes or lock-outs, or that a certain length of time or notice be given by both employer and employed whenever any dissatisfaction arises between said parties."

Strikes have been reported in 45 brewing establishments; of these 16 were ale breweries, and 29 were lager beer breweries.

ALE BREWERIES.

Sixteen reported strikes; 12 were successful; 3 unsuccessful, and 1 was pending at the close of the report; number engaged, 334 men, 52 of whom lost positions; loss in wages, \$2,718; loss to union, \$5,198; estimated net annual increase of \$32,234. The following are the causes, results, etc., in detail:

For increase of wages, 13; 12 were only threatened strikes; successful, 12; unsuccessful, 1; number engaged, 282; estimated gain, \$32,234.

Refusal to leave union and join Knights of Labor, 1; unsuccessful; number engaged, 21; lost positions, 21; cost to union, \$1,556.

Refusal to recognize Knights of Labor, 2; unsuccessful, 1; pending, 1; number engaged, 31; lost positions, 31; loss in wages, \$2,718; cost to union, \$3,648. Boycotts were instituted in 3 cases, 2 of which are still in operation. Twelve were settled by conciliation with labor

organization; 3 were abandoned, and 1 was pending. Seven firms report no discrimination; 5 were blank, and 4 did not report. Only 1 establishment reported inability to complete contracts, but did not give any loss. Two said they did not refuse any new contracts, consequently there was no loss. Two reported no trade diverted, and no damage caused to goods or machinery. Two firms say no assaults, no arrests. All questions not enumerated were returned blank.

LAGER BREWERIES.

The employés in 29 establishments, to the number of 290, have been on strike during the past year; all successful. Lost in wages, \$303; 2 men lost positions. The estimated net annual increase to the workers, \$18,774. The troubles in 29 establishments were settled by conciliation with labor organizations. The details as to causes, results, etc., are as follows:

Increase of wages, 10; successful; number engaged, 51; estimated gain, \$5,150.

Increase of wages and reduction of hours, 16; successful; number engaged, 239; lost positions, 2; estimated yearly gain, \$13,624.

Reduction of hours, 3; successful. In 13 establishments the request for an increase of wages was sufficient. No discrimination is reported by 14 employers; 1 says yes; 11 employers report no difficulty in filling all contracts; 10 firms say they did not refuse any new contracts; 1 firm claims a loss of \$50 per week by reason of increased pay-roll; 9 report no diversion of trade; 5 say no assaults and no arrests. To all other questions, no answers returned.

THREATENED STRIKES.

Nos. 1392, 1393. In these cases the troubles were settled without the members leaving their shops.

The trouble arose through the demands of the firms that at certain occasions one driver should do the same work, which in accordance with the agreement (a copy of which is hereto annexed) required two men to do. By this method the working hours of those drivers were prolonged to 14-16 per day.

As soon as the union interfered, the matter was settled amicably.

In one case three members of the union, who had submitted to the demands of the firm without protest, were fined five dollars each by the union, but the firm voluntarily paid the fine for the men.

Agreement between the association of the United Lager Beer Brewers and Beer Drivers' Union, New York :

1. That only members of the Drivers' Union be employed in breweries. This includes all drivers, stablemen, feedmen, hitchers and watchmen, in fact, all workmen which may be classified in the above branches, foreman and one assistant foreman excepted. In case the assistant foreman is a member of the union, he shall not be compelled to withdraw from the same, neither shall anyone be appointed as such assistant foreman if he has been expelled from the union, or his application for membership been rejected ignominiously.

2. No workman recommended by a saloon-keeper shall be employed. Employers, however, may employ any union man in possession of a card from the union, provided he is not recommended by a saloon-keeper.

3. Should a member of the union be expelled therefrom on account of grounds based upon occurrences in the brewery, the employer shall have the right to inquire and ascertain the cause of such expulsion.

4. Every workman shall be promoted in the various branches in case of a vacancy. Competency to fill the vacancy satisfactorily being requisite to entitle him thereto. Only such workmen shall be employed as route drivers who are known to be worthy and experienced drivers.

5. The following shall be considered the grounds for dismissal of workmen and drivers :

1. Negligence of his avocation.
2. Refusal to do work assigned him.
3. Neglect of duty.
4. Drunkenness.
5. Dishonesty.
6. Disrespect to his employer or foreman.
7. Unforeseen occurrences making a reduction of force necessary.
8. Abuse of his horses.

6. Should a workman or driver be prevented from work on account of sickness, he shall be entitled to resume his position after recovery, provided his sickness does not extend over four weeks ; if over four weeks, but not over two months, he shall be entitled to fill any position assigned him.

7. To prevent wholesale discharges of workmen or drivers in the fall, the employers shall make arrangements with them that during certain periods they shall lay off alternately, which shall be done impartially.

8. A workmen or driver shall be at liberty to live and board where he chooses, and the enjoyment of these privileges shall not be considered as sufficient cause to influence either the employment or discharge of such workman or driver. This is to apply to those not at work, as well as to those hereafter to be employed.

9. It shall not be detrimental to the interests of any workman or driver who may have served on any committee or mission in the interests, or by directions, of the union.

Working Hours.

1. A day's work shall consist of twelve hours, including two hours for meals. The time for meals shall be agreed upon in each individual brewery.

2. Regulating the division of the working hours shall be left to the mutual agreement between employer and employé, providing that the time does not exceed twelve hours. It is understood that when drivers return from a trip they are not to unhitch and stable their horses and clean the same.

3. Six working days shall constitute a week; the working time on Sundays shall not exceed two hours, and only such work as is absolutely necessary shall be done, between the hours of 5 and 7 A. M. This Sunday work, as well as keeping watch, shall be done without extra compensation.

4. Delivery of beer on Sundays is not permitted, but the washing of wagons and harness is permitted.

5. From May 1 to November 1 the driver is obliged, if it be deemed necessary, to make extra trips after the regular ten hours' work, and it shall be done without extra pay.

6. With every such extra trip so made after the regular ten hours a helper shall be furnished.

7. Such extra trips after the regular ten hours shall be made only on extraordinary occasions, and not more than twice a week over the same route.

8. Every wagon drawn by more than two horses over a customer route within the city, shall have two men assigned to it.

9. The use of horses and wagons for pic-nic and parade purposes is not permitted.

The wages to be paid are as follows:

1. Route driver, \$18 per week; extra, \$15 per week; stablemen, feedmen, hitchers and watchmen, \$13; first stableman, \$15 per week.

2. The system to retain a portion of the earned wages of a driver shall be abolished.

3. Beer shall be furnished to the workmen and drivers, as heretofore, free, also, to the watchmen on Sundays.

4. If not required to work on legal holidays, no deduction of pay to be made.

5. This scale of wages to remain in force the whole year, and be payable weekly.

Arbitration.

In order to overcome any unforeseen difficulties that may arise between workmen and employers, and to settle the same in an amicable way, an arbitration committee shall be organized, to consist of two members of the Association of the United Lager Beer Brewers and two members of the Drivers' Union, who shall decide such cases. Should they be unable to agree, they shall select a fifth member, who must be a member of the Association of the United Lager Beer Brewers.

The finding of such committee to be final.

This agreement to remain in full force until April, 1888.

Settled by committees from employers and unions.

TROY.

In answer to an application from this Bureau as to the tenor and effect of certain trade arrangements reported as made in the city of Troy, the following communication was received :

TROY, N. Y., *May 2, 1887.*

Nos. 1007, 1008. This agreement, made the 2d day of May, 1887, between the undersigned lager beer brewers of Troy and a committee of Local Union No. 13, of the Beer Brewers' National Union of America:

Article 1. That only union members shall be employed in breweries, and according to the constitution of the union. Drivers and other employes cannot become members of the union, and can therefore not assist in the general work.

Article 2. All employes in the brewery must be members of the union, except one foreman.

Article 3. Men that are recommended by saloon keepers, or such that are proprietors of a saloon themselves, shall not be employed.

Article 4. Sons of employers, that are practicing in breweries, cannot become members of the union.

Article 5. The union shall not be compelled to admit into membership, employes when there is reason to refuse their admittance, and the union shall not be compelled to give an explanation for such refusal.

But should any member be stricken from the list, for any cause whatever, the employer shall have the privilege to know such cause should he deem it necessary.

Article 6. Only qualified brewers shall be employed. At the engagement of each new employé, a committee of three shall be appointed to approve his ability.

Article 7. No employé shall be discharged for other than the following reasons: First, neglect of work; second, refusal of work; third, drunkenness; fourth, dishonesty; fifth, disobedience to the orders of employer or foreman.

Article 8. Should any employé be unable to work on account of sickness or disability, he shall not lose his position, except such sickness or disability shall exceed three months, when it shall depend on the generosity of the employer.

Article 9. Should the employer at the beginning of the winter season deem it necessary to decrease the number of employés, those that have been engaged last shall be first to be discharged.

Article 10. From May 1 to November 1, thirteen hours, and from November 1 to May 1, eleven hours shall constitute a full day of labor, including two hours in summer and one hour in winter for meals. Work shall commence from May 1 to November 1, at 5 A. M. to 6 P. M., and from November 1 to May 1 at 7 A. M. to 6 P. M., with dinner from 12 to 1, and in summer lunch from 7 to 8 A. M. The work of the kettle man shall conform to the regulation hours, but shall be performed at the times designated by the employer.

Article 11. Six days of labor shall constitute one week. Sunday work shall not exceed two hours, from 6 to 8 A. M., when only such work shall be done that admits no delay, and should it be necessary for beer wagons to run on Sunday, all work that exceeds two hours shall be paid double.

Article 12. The wages shall be as follows: At the kettle, \$15; in the cellars, \$15; in the malting rooms, \$15, and in the wash-house, \$12. The first man, of whom is expected that he shall be responsible for all work done in the brewery, shall receive \$20 per week. This wages shall be paid weekly and remain so for the whole year.

Article 13. Each brewery shall be entitled to one apprentice, who shall be engaged for three years at the following pay: For the first year \$10, for the second year \$11, and for the third year \$12 per week. He shall not be less than 18 years and not over 21 years of age, and shall be instructed in all the departments.

It is further agreed that if there is a vacancy in any brewery, inquiry shall be made of the secretary of the union if any member is

out of employment, and if so, he shall have the first chance. This agreement is to remain in force for one year, commencing May 2, 1887, and ending April 30, 1888, to which we have affixed our signatures this 2d day of May, 1887.

(Employers' names.)

The following is the reply made by the employés :

TROY, N. Y., April, 1887.

To our Employers :

GENTLEMEN.—The Local Union No. 13, of the Beer Brewers' National Union of America, respectfully submit for your consideration the following articles :

1. That only union members be employed in breweries.
2. All employés must be members of the union, except one foreman.
3. Men that are recommended by saloon-keepers, or such that are proprietors of saloons themselves, shall not be employed.
4. Sons of employers that are practicing in breweries, cannot become members of the union.
5. The union shall not be compelled to admit into membership employés when there is reason to refuse their admittance.

The union shall not be compelled to give any explanation for such refusal. But should any member be stricken from the list for any cause whatever, the employer shall have the privilege to know such cause if he deems it necessary.

6. Only qualified brewers shall be employed in the cellars and at the kettle. A committee of three shall be organized to approve the ability of new employés.

7. No employé shall be discharged for other than the following reasons: 1st. Neglect of work; 2d. Refusal of work; 3d. Drunkenness; 4th. Dishonesty; 5th. Disobedience to the orders of the employer or foreman.

8. Should any employé be unable to work on account of sickness or disability, he shall not lose his position, except such sickness or disability shall exceed four months, when it shall depend upon the generosity of the employer.

9. Should the employer, at the beginning of the winter season, deem it necessary to decrease the number of employés, those that have been engaged last shall be first to be discharged.

10. From May 1 to November 1, thirteen hours, and from November 1 to May 1, twelve hours shall constitute a full day of labor, including two hours for meals. Work shall commence from

May 1 to November 1, at 5 A. M. to 6 P. M., and from November 1 to May 1, at 6 A. M. to 6 P. M., including lunch from 7 to 8 A. M., and dinner from 12 to 1 P. M.

11. Six days of labor shall constitute one week; Sunday work shall not exceed two hours, when only such work shall be done that admits no delay. Should it be necessary to run beer wagons on Sunday, all work done that exceeds two hours shall be paid double.

12. The wages shall be as follows: At the kettle, \$15; in the cellars, \$15; in the malting rooms, \$15, and in the wash-house, \$12. The first man, of whom it is expected that he shall be responsible for all work done in the brewery, shall receive \$25 per week. This pay shall remain so for the whole year, payable weekly.

13. Each brewery shall be entitled to one apprentice, who shall be engaged for three years at the following pay: For the first year, \$10; for the second year, \$11, and for the third year, \$12 per week. Each apprentice shall be over 18 years of age and shall be instructed in all the departments.

We trust that our employers will consider the above articles, so that we may enter a friendly written treaty, which shall remain in force for one year.

We trust that you return this copy with your answer at the expiration of one week.

Submitted by the Trades Assembly and Local Union No. 13 of the Beer Brewers' National Union of America.

_____,
_____,

Committee.

The agreement or treaty is as follows:

Agreement between the brewers of Troy and vicinity and Unity Assembly, No. 9426, Knights of Labor.

SECTION 1. On and after the signing of this agreement no person shall be employed inside of a brewery who is in bad standing with the Knights of Labor, except brewers and brewers' assistants.

§ 2. Ten hours shall constitute a day's work for all inside men. On Sunday five hours shall constitute a day's work for same, the employes to judge as to overtime.

§ 3. The brewer's assistant shall be head of the up-stairs department; the cellar and wash-room shall be considered one department.

Wages.

§ 4. All inside men (meaning mash, floor-men and cellar-men proper), \$12 per week; heads of departments, \$15 per week.

§ 5. No working-card shall be issued to saloon keepers. This section shall not apply to saloon keepers at present employed in breweries.

§ 6. Any difficulty arising in the future shall be settled by arbitration.

This agreement shall remain in force for one year from date of signature.

BRIDGE TENDERS.

The men employed on one bridge are reported to have struck during the past year, on account of obnoxious rules, but were unsuccessful. The strike was abandoned. To all other questions, no answers.

BRUSH MAKERS.

Two strikes, one for refusal to recognize union rules, one for increase of wages, are reported. In the former 13 employés were engaged, all of whom lost positions; cost to union \$237; a boycott was declared, which is still pending. The other case was for increase of wages; number of persons engaged not given. It lasted 10 days, and was successful. Loss of wages to employés, \$704; no estimate of gains, work being by piece.

No. 7. In this case the shop was put on strike by the walking delegate, because some of the men had not paid their union dues. Five employés were in default, and by inference became non-unionists. The delegate claimed that the firm should make the defaulters pay up or discharge them. The firm declined to interfere. The defaulting employés consented to pay up certain arrears, \$3.00, but declined to pay other dues since accrued; therefore the whole shop was put on strike. Thirteen of them left, and their places were filled; others remained. A boycott was then declared.

No. 464. In this trade work is usually paid by the piece. Some work in this shop was paid by the week, \$8.00. The union considered it ought to be piece work, and put it up to \$15.00. The firm submitted under protest, in busy time, and with a promise that other shops in like condition should be brought to time, which it is alleged has not been done.

BUTCHERS — (BEEF).

In this department of the trade there were 5 strikes, including 80 workers. One strike was settled by conciliation; 1 conciliation with labor organization, and 3 abandoned; total number of workers, 80, of which 37 lost positions; 40 remained at work; loss to employers, \$5,500; total loss of wages, \$2,448. Causes of strikes:

To assist coal handlers, 1; unsuccessful; cost to employer, \$3,000. Refusal to recognize union rules, 2; unsuccessful; loss in wages, \$1,440. On account of obnoxious foreman, 1; compromised; loss in wages, \$1,008; cost to employer, \$2,500. Against use of boycotted material, 1 (threatened); successful. Boycott, 1; for refusal to recognize union rules; unsuccessful. To assist coal handlers, 1; unsuccessful. On account of obnoxious foreman, 1; successful. To other questions, no answers.

Strikes at various wholesale slaughter-houses took place in July, for various causes—wages and the employment of non-union workers.

No. 1163, 1163½. Employers say: "The first strike we had by our men, on January 31, 1887, was by 21 skilled men in hanging beef inside the refrigerator compartments in English steamers. They had no grievance, but were ordered out by the Knights of Labor on account of the coal strike then going on, and the steamers using boycotted coal.

"The second strike was on July 9, 1887; 36 beef dressers out of our gang of butchers went out. This included all of the skilled dressers and butchers, excepting two. They demanded 50 cents a bullock instead of 40 cents for dressing, and that we reinstate a man that we had discharged some months before for drunkenness, he being a Knight of Labor, and that we discharge one of our best men, who had been with us 11 years, because he was not a Knight of Labor. We conceded the advance in pay, but declined the other two demands.

"When our 21 hangers struck they tried to prevent others taking their places, which, if successful, would have incurred a very heavy loss to us on the beef already slaughtered and prepared for shipment. We broke in new men and got away most of our beef in time for the steamships.

"The second strike on July 9 of the slaughterers and dressers took place when we had 980 cattle on hand, ready for slaughtering, and it was with great difficulty that we got the beef of these cattle prepared for shipment—besides we stopped buying more cattle, and cut short the shipments on five different steamers. The strikers undertook to prevent anyone else doing the work, but we finally succeeded in getting our slaughtering done mostly by butchers from the Chicago houses."

No. 1201 says: "Before the strike we killed about 1,400 cattle weekly and during the first few weeks of the strike we had to kill

about 300 cattle less until we got all the help we needed. The strikers made an unconditional surrender and are very anxious to work again on old terms."

No. 1219. This strike was settled by compromise and the hiring of union men. After settlement, and when business had been resumed, the firm was compelled, under threat of another strike, to discharge two men who had stood with the firm in the first strike. This was against the agreement and terms of settlement.

A boycott is stated to have been issued by D. A. 49, K. of L., against a meat company for importing Chicago killed beef into this market.

BUTCHERS (Calf).

In this trade 15 strikes were reported; the number of workers engaged 34, of whom 8 remained at work, 1 lost position; successful, 4; unsuccessful, 2; compromised, 8. The loss of wages was \$1,944; union contributed \$300. The causes of strikes were as follows: Increase of wages, 15; mode of settlement, conciliation with employes, 6; conciliation with labor organization, 7; abandoned, 2.

The calf butchers in the uptown slaughter-houses of New York struck in May for a uniform scale of wages. Their wages were \$12 to \$15 a week for heavy work in the busy season and very little wages during the dull times. They demanded \$20 all the year round, with a limit to 200 animals killed, above which 20 cents a head. The trouble was compromised and settled by some at a fixed wage of \$12 to \$16 per week. In other cases the strike died out without a formal settlement.

BUTCHERS (Hog).

Three strikes reported in this branch of trade; 2 for discharge of non-union men, both unsuccessful; number engaged, 30; lost positions, 28; loss of wages, \$800; cost to union, \$550; 1 for increase of wages, in which 32 were engaged; successful; no returns as to cost; estimated yearly gains, \$3,328. One boycott reported unsuccessful; no other questions are answered.

In March last a trouble arose in two slaughter-houses on the west side of New York city. Owing, as the firms said, to a depression in business some men were discharged. Others of the men not believing in the alleged cause for dismissal struck in sympathy, claiming moreover that they would be expected to do the work of the dismissed when there was plenty of work for all. Thereupon

the firms filled their places with non-unionists. On the top of this 2 of the new men were set upon and beaten by the strikers. These assaults were followed by a union boycott of the employers; the contest between masters and men was carried on with spirit; the former seeking to establish retail non-union stores, the latter appealing to the consumers and to fellow workmen against the employers.

CAR BUILDERS.

One strike reported in this trade for discharge of union man; unsuccessful; number engaged, 182; loss of wages, \$1,700; cost to union, \$1,000.

In May last the men employed in a car works establishment in New York city, struck for an advance in wages. The scale of wages and earnings in this shop had been for sometime a matter of complaint. Non-union men were also admitted into the shop. The men who struck were not all complainants on their own account, for many struck "in sympathy."

Some of the men had demanded an advance in rates of pay, but this the employer refused to give and preferred to hire new hands, union or not. It was even said that the employer sought non-unionists, and had an iron-clad agreement for all applicants.

It was reported that an arbitration had been made. This, however, had not got beyond preliminary talk. The State Arbitrators had some talk with the employers, without any result. Many of the men getting tired of waiting returned to work.

No. 989. The employer reports strike as caused by the discharge of one workman and says the shop is non-union. Although the formal return gives the "cause of strike" as "dismissal of one man" the other answers show that there were claims for recognition of organization, also that "no mechanic be employed at less than \$2 per day," with other gains to piece workers.

CAR EMPLOYÉS.

Strikes are reported in 5 establishments, 4 of which were successful and 1 compromised. The number of persons engaged is reported 2,152; amount lost in wages, \$2,915; estimated annual gain, \$4,368. Causes and details of strikes are as follows:

One for reduction of hours; 1,500 engaged on 11 lines; unsuccessful; and 1 for increase of wages (threatened) 350 engaged; successful; and 1 against obnoxious inspector, successful; loss of wages, \$400; 1 for

refusal to recognize union rules; loss of wages, \$15; 1 for reduction of hours (threatened). Boycotts were declared in 4 cases. As to their results, no returns. To other questions, no answers.

NEW YORK CITY. \

Both in New York and Brooklyn the daily reports in the newspapers indicate a chronic state of grumble and dissatisfaction at rules, wages, hours and the general condition of a car employé's existence. This Bureau has so much work to do in matters of open controversy that it has no time to inquire into rumors and ferret out their reliableness. Now and then, however, a case arises which is worth notice as containing specific allegations that go beyond rumor. For instance, in several New York dailies in December, 1886, the following appeared :

"The old men (on the line mentioned), Knights of Labor, are being quietly discharged and their places filled with new men. Of late every man seeking employment of the company has to sign what is known as the 'iron-clad oath' agreement. The terms of it are that no man is to join any union whose rules do or may conflict with those of the company. The rules bind a man to obey all the rules of the company or any it may adopt. Drivers are also required to have at least \$10 change and are made responsible for damage the horses or cars may sustain. A fine of \$15 is imposed on drivers who break the rules, but they must agree to regard the \$15 not as a fine but as 'liquidated damages.'"

The rules of the company provide that when a detective reports against a driver that the detective's word will be regarded as "conclusive evidence."

If this be only reasonably true and not altogether an invention, it is a state of things that ought to be sat upon heavily. In another case a man was dismissed for the alleged offense of tying his lines to the dash-board while he made change for a passenger. The offense was that he was a marked man, an agitator.

A committee of D. A. 75, street car employés organization, took these cases up and waited on Mr. Chauncey M. Depew and afterwards on Mr. Addison Cammack, the result of which was a letter to the president of the Central Cross Town Line. After the perusal of this communication he made conciliatory speeches and promises that for a time had the effect of quieting the men and postponing the threatened tie-up.

A curious instance of the far-reaching octopus-like stretch of power which is a logical characteristic of the Knights of Labor profession and practically demonstrates the proposition that "the injury of one is the concern of all," was reported in the newspapers last May. It was stated merely as an item, without drawing any moral from the pregnant instance. Away in Indianapolis, on a certain street railroad, the management and the men were at odds about wages. Leading stockholders live in Cleveland; and their votes might control action on the Indianapolis line, therefore it was proposed to include Cleveland in the trouble. It also seems that an Indianapolis and Cleveland railroad capitalist held stock in Brooklyn roads; therefore it was suggested that Brooklyn should have a tie-up in order, through related interests, to reach non-related liabilities, and to control effects at hand by action at a distance. This looks like the practice of international war brought into the circle of civil life. It is suggested that the three-cities' property is all in a single person, therefore if one company offends, the other two should suffer.

BROOKLYN.

In July last it was pretty generally asserted, and there were facts in evidence to justify the rumor, that the whole body of street car men were dissatisfied, and that it was more than the grumbling of chronic malcontents. They had cause. Agreements had been made only to be broken; men in authority had not kept promises. Dismissals for prejudice, obnoxious officials, rigid observance of trivial regulations were common causes of complaint; over work with under pay, with no end of petty opposition, were generally alleged, and the time had come when patience ceased to be a virtue.

It was generally felt that 10,000 men had a permanent cause of complaint against the handful of employers, who all acted as if in the bond of a common purpose and sentiment.

District Assembly 75, Knights of Labor, includes all street railroad employés of New York, Brooklyn and New Jersey. It undertook a movement in December, 1886, intended to settle all differences between employers and employés. A form of agreement was drawn up, which was forwarded to every local assembly, and a request was made for a uniform agreement and permanent adjust-

ment of differences. The agreement was in eighteen clauses, the most important of which was as follows:

"No conductor, driver, brakeman or gripman to work more than twelve hours per day in fourteen consecutive hours.

"Dinner and supper hours to be allowed. Swing cars to be limited in number.

"Hostlers, hitchers and other employés to work ten hours within twelve consecutive hours, with breakfast and dinner time.

"Extra work 30 cents an hour.

"Employés not to be discharged without good and sufficient reason given to them.

"The under-officials of the road shall be instructed to bear in mind the fact that if a man is compelled to work for a living, he is nevertheless a man, and should be treated as such and not as one of the brute creation. We only desire fair treatment and proper recognition from our superiors.

"Conductors, drivers, etc., and other employés' wages fixed.

"Conductors and drivers not required to clean cars or tend to fires, except on the road, and all supplies to be furnished by the company.

"Uniforms to be settled by each company and their employés.

"Four horses require two drivers.

"Hostlers not to take care of more than 20 horses.

"Special arrangements on certain lines as to Sundays and holidays.

"Where car detained by unavoidable accident employers to pay for time.

"No employé to be discharged or discriminated against because of connection with labor organization."

No. 155. The employers in their returns to bureau inquiries, remark: "Employés served this company with form of agreement to be entered into. In reply the company posted a notice to its employés stating it would, as soon as practicable, announce a general schedule of wages and hours of labor. The employés did not give the company an opportunity to make this announcement, but two days after said notice was posted, without any notice in advance, the road was 'tied up.'"

This narrative, brief and dry, does not give more than a bare suggestion of the trouble and inconvenience to which a great city was put one day before Christmas, the most important business day of the year for the general public and the storekeepers. The Brooklyn City Railroad Company comprised eleven city lines. By this strike the loss to trade might be reckoned at over a million of

dollars, while the disappointment and inconvenience to the general public cannot be estimated. And all for a matter which, when the *finale* came, was settled in a couple of hours, and because a number of workmen were claiming concessions which, as the event proved, were nothing more than their just due.

The Brooklyn City Railroad Company is made up of eleven lines of road traversing the city in various directions. The employés were banded together for support and protection and are represented by the executive committee of the Empire Protective Association, D. A. 75, Knights of Labor. The employés have long had grounds for dissatisfaction at the way in which the city lines were run; long hours, small wages and the customary grievances with which the public has been made too familiar by the frequent protests of the street car employés against the exaction of the railroad officials, whose chief aim is to secure dividends, in which the cutting down of working expenses and the lowest possible wages to lesser employés are a condition precedent.

The employés had often set forth their grievances, the public press knew them and had warned the managers and superintendent, but the officials were deaf and blind. Rumor of discontent had, it was commonly known, reached the managerial office, but there was no overture to a settlement, except that any employé was always at liberty to come and make his individual complaint, which the men well understood implied prompt dismissal. The door was always open.

It was pretended that the disagreement between employer and employé was on a point of honor, and that it was a case for negotiation face to face without intermediaries. But if there was no grievance what was there to discuss, whether by principal or seconds? The men did not care to make formal complaints, to which no attention would have been paid. What they did was to state their case to their union, the officers of which presented the men's requests. It may be, doubtless it often is, an annoyance to have complaints made to which one is not disposed, but yet is obliged to listen. This was the case here. The employer, the railroad manager, declined to hear anything about grievances through a third person. The public at large know nothing, care nothing, about such matters until it feels the pinch of inconvenience.

On December 18 the employés, through their district organization, had submitted to the manager a list with eighteen

specifications of grievances, embodying low wages, long and irregular hours, duties, employment of men on jobs or trips at very low wages, earning only eighty cents a day, and other items of discontent to be encountered in the conduct of a great establishment. Of course trade griefs were collective in character, involving classes, not individuals. The company had been paying eleven per cent. dividends, with \$517,000 surplus earnings; and had done even better, and the manager wished to keep up the standard.

On December 21, the president issued a protest, in which he acknowledged the receipt of "a paper." Of the requests made in it no notice was taken except to say that the president would issue "a circular embracing the *company's* grievances as to the duties to be done by the employés in future," and declining to negotiate with "societies which assume to control your" (the employés) "course or its own" (the company's). After this notice the Knights of Labor committee called at the company's office, but the president said he had nothing to add to the "notice to employés" referred to.

Thereupon a tie-up was ordered, and the next day, December 23, various lines were all stopped, except a very few cars run under police protection to keep the lines open and cover the franchises. The men said openly that they distrusted the president, who would not listen to their complaints if the lines could be kept open for a few days till after the Christmas holidays.

Arbitration Commissioner Donovan offered his services to the company, which were politely declined. The tie-up was effective; on the evening of the 23d, the preliminaries of peace were settled, and a notice was drawn up and transmitted by the president to Mayor Whitney and Commissioner Donovan, as follows:

"We appreciate your efforts to bring about a satisfactory settlement of the existing tie-up on our roads. We have considered your propositions, and at your earnest request and in the interest of the public, the company and our employés, we accept and adopt your recommendation for the settlement, and assure you that the new time-table shall have no regular run that will occupy more than twelve consecutive hours.

"No swing shall cover more than fourteen consecutive hours.

"No tripper or tripper swing shall be paid less than fifty cents per day.

"All the above refer to the new time-table. That all other so-called grievances shall be submitted by a committee of one employé from each road of the company to meet, confer and settle.

"That all the employés shall return to work in the same position they occupied when they quit work last night.

"That the men engaged to fill vacancies will be retained in the services of the company."

This document is a little defective in form, but we do not expect niceties of composition even from railroad managers in the stress and pressure of a Christmas tie-up.

The terms were communicated by the mayor and Mr. Donovan to the Knights of Labor executive committee and accepted as satisfactory *pro tem.*, and word was sent out immediately declaring the strike off.

The questions covered were considered vital; the other points in issue could be discussed afterwards one by one, but it was with difficulty that the president, who is represented in the press accounts as a self-posed disciplinarian, could be induced to accept the representation of the men by the Knights of Labor.

The DeKalb Avenue Railroad, through its vice-president, made a separate contract with its employés. The DeKalb Avenue had not been included in the other strike simply because the vice-president raised no difficulties as to forms and temporized judiciously. He tided over the holidays.

After the settlement of the tie-up, and the recognition of the Knights of Labor as representatives of the men, there yet remained the outstanding demands or requests, including the momentous question of a new time-table. On this, which is the very fount and origin of a railroad employé's troubles and disgusts, a new tie-up had very nearly arisen. True, the new draft had been seen and approved by the Knights of Labor delegate, but that person was either not acquainted with the make up of time-tables, or was not fully instructed as to the wishes and temper of his constituents. He accepted it prematurely. On its being posted, the men broke out in revolt, spoke contemptuously of their friend and advocate, and threatened worse things than had gone before, unless that time-table was reconstructed. This gave the president a triumph; he would take pleasure in making things satisfactory. The men's welfare was the company's interest, etc.

The table, with the assistance of competent revisers, was remodeled and made satisfactory.

While the trouble was yet in the air, the press had foreseen it, and the following from the *Tribune*, December 22, readily and concisely shows the situation.

"There is trouble brewing again between the street railroad companies and their employes. The men have prepared an agreement, which has been presented to several lines in Brooklyn, and to one in this city, but as yet the employers have paid little attention to it. The propositions of the men are mainly just, the principal ones being that no conductor, driver, brakeman or gripman shall be required to work more than 12 hours a day, the work to be performed within 14 consecutive hours, and that no car shall pay less than \$1.50 a day. The employes want the arrangement to last for a year at least, and threaten to tie up the roads if their requests are not granted. The companies will consult their own welfare, and the convenience of their patrons, by meeting the men in a spirit of fairness and consideration. The employes thus far have shown moderation and self-restraint."

Mayor Whitney, of Brooklyn, in his message, referred to the car strike, and the position assumed by railroad companies, thus :

"The notion that a company may, at its option, suspend travel, or, what is equivalent to it, decline to employ labor needed to keep its line in action, unless it can have men on its own virtually servile terms, is so preposterously at variance with the law and with common sense that I must attribute its existence to a long period of exemption on the part of our railroad corporations, from the restraint alike of reason and public policy."

An extended inquiry into the causes and methods of the strike afterwards took place before the court of aldermen, in which the general conclusion seemed to be that the burden of blame rested on the superintendent, whose ideas of management belonged to the one-man-power order.

Outside of the specific questions from which the above strike and lock-out originated, some minor topics are involved, which, though not practically discussed, may seem worthy of consideration.

The strikers complained that "union men were weeded out." Trade unions are presumably composed of qualified persons in their respective callings. In the case of certain callings, and particularly engineers, the fitness of the men for the calling involves not only the profits of the shareholders, but the property

and safety of the public. It is therefore not quite optional, either in law or morals, that the railroad employer shall hire whom he likes, or that he may do as he wills with his own.

Another question was the right of complaint and remonstrance, which seems to have been despotically denied by the superintendent, and was characterized by him as an "offense." Upon this it is only to remark that such autocratic doctrine does not harmonize with the American idea.

No. 1093. Car employés remark: "The employés state the cause of strike, 'Employment of an inspector who had made himself obnoxious by making false statements about the men to the manager of the railroad.' The company removed him from the position of inspector, but gave him a situation in which he could not interfere with the drivers, conductors and others employed on the road."

Employer remarks: "The cause of strike was an obnoxious inspector. Said inspector has been in the employ of the company for about five years, and had filled the positions of conductor, starter, special, watchman and inspector, and while holding said positions always was attentive, temperate and strictly honest; also a good disciplinarian, and because he was always looking after the company's interests, and enforced the very important rules and regulations of the company, he was disliked. Four lines, 700 horses, 100 cars and 300 employés ceased to work; all on account of a young man twenty-seven years old. Special legislation in some form cannot come too soon to protect the willing worker, male or female, and capital invested."

Williamsburgh and Flatbush Railroad.

Four lines, employing 500 men, are united in the Williamsburgh and Flatbush Railroad Company.

The inspector was said to be arbitrary, and had become very unpopular. He was eaten up with zeal for his employers, and was severe and overbearing to his fellow-servants. Twelve men were discharged for trotting their horses down hill; one minute late was a crime. The employés sent in a committee to remonstrate. The president promised redress, but did nothing. Sunday is a great day on the line; the employés took the law into their own hands, and tied up just in time to spoil the Sunday trade. The president came to terms, and removed the unpopular inspector to another place in which he could do his duty less obnoxiously. The men did not impute personal spites or dislikes to the inspector, but he was a martinet in whose eyes faults were crimes.

Broadway Railroad, New York City.

A few days after the Brooklyn tie-up was settled a demand was made in New York by some of the employés for an advance in wages. The Broadway is notoriously the hardest line in the city to work and the strain on men and horses is very severe. The drivers were not anxious to make difficulties, but thought they did mighty hard work for their money and asked an advance to \$2.25. They were averse to extreme measures, and when, at their meetings, some of the hot-heads talked "tie-up" the majority promptly sat down on the proposal, and preferred to take their chances with the president, who, they thought, showed a disposition to reduce hours even if he would not advance wages. July 12 the peace-makers were painfully disappointed. A new time-table was made out, which reduced the number of trips and by reason of which several employés were turned off. The company said there had been a very large fall off in business.

Third Avenue, New York City.

A boycott notice was reported as follows in the press as having been issued and posted under date March 1:

"Friends of organized labor, attention, and all friends of the wage-worker, brothers and friends:

"You are respectfully requested not to patronize the cars of the Third Avenue Railroad Company, for the following reasons:

"They are in a filthy and unsanitary condition, as acknowledged by the stockholders of the company.

"They employ inexperienced men, 'scab' labor, thereby endangering the lives of passengers. An examination of the records of the coroner's office and of the different courts showing the number of deaths and the enormous numbers of damage suits now pending against the Third Avenue Railroad Company, from April 16, 1886, up to the present date, will verify the above statement and prove beyond a doubt that the persons employed to operate the road are utterly incompetent. Trusting you will give your aid and support in this our struggle against a corporation which has proved itself an enemy of all working-men and women, we are respectfully.

_____,
_____,

"The Committee."

Long Island Railroad Employés.

A difference between railroad employés and employers arose during the past year on the Long Island railroad which may be of considerable importance. The question is whether engineers shall pay for damage to company's property from collisions and other accidents. The liability having been settled and the damage fixed by the authority of the owners, against whose decision there is no appeal, the amount is charged against the wages due to the offending employé. That there is a reasonable liability for damages in case of carelessness by employés can scarcely be controverted. But whether the employer should be judge, jury and sheriff may be questioned, and this is a matter which some employés desire to have settled on an equitable basis.

ROCHESTER.

No. 784. In these cases there was no formal strike. It did not go beyond the service of a demand for better pay and shorter hours. A strike was implied. The companies came to terms, and matters in difference were compromised. One of the demands made by the Car Drivers' Assembly was especially just and somewhat touching:

"That the under officials of the road be instructed to bear in mind the fact that if a man is compelled to work for a living he is, nevertheless, a man, and should be treated as such, and not as one of the brute creation. We only desire fair treatment and proper recognition from our employers."

The employers' returns are as follows:

"Previous to those demands the men were working in the neighborhood of 12 hours per day; that is, some were working less, and some were working more, and they were receiving \$1.66, \$1.75 and \$1.87½ per day. Those were the three scales of prices. Well, the men had to clean their own cars, wash them on Sunday or once a week, and oftener if it was necessary, as in muddy weather, when they had to wash them every morning. In their demands they required \$2 per day for old, experienced men; reliefs, \$1.87½; and extra men, \$1.75, with no washing or taking care of cars. Previous to the time those demands were made they had to work at night; when they pulled in, the men had to put their own horses out and secure them in the stalls. As it is now, the company takes care of the horses, so that all a man has to do is to take his horse to the door and they take care of him after he is in the barn. So far as the hours are concerned, we asked for 12 consecutive hours, but we compromised the matter in

order to avoid trouble, the men conceding to leave the hours as they are now. The great trouble with the men here is that we have what they call reliefs. These men take the cars early in the morning and run them until 11 or 12 o'clock. Then these men work late at night and early in the morning, so the object was to make 12 consecutive hours and wipe out that early and late business, but we conceded it. They conceded to us \$2 per day; they conceded to us that they would wash the cars and take care of them. The drivers only were to go on the cars and drive them. They were to build the fires and take care of the horses. The old men receive \$2 per day, and when a new man is in the employ of the company 6 months he receives \$1.75. Before he has worked 6 months he gets \$1.66, and after he has worked 15 months for the company he receives \$2 per day. By this reduction of the hours it gives 25 or 30 extra drivers more work, and consequently more pay."

The organization representing the employés reports as follows:

"We asked for 10 hours' work and they gave us 10½ hours. We worked previous to that 13 and 14 hours per day. Besides that, the men do not have any changes to make now. Formerly the men had so many horses to take charge of and changes to make, but now they have no changes. Before the demands were made the barnmen received \$1.37½ per day, and the feeders were getting \$1.62½. The barnmen now receive \$1.50 for 9 months in the year, and \$1.37½ per day during the months of January, February and March. The feeders are now getting \$1.75 per day for 9 months, and \$1.62½ for the 3 months. Before the demand the men had to take care of 15 or 16 horses, and go off on other streets and change horses, but now they have only got their regular 10½ hours every day, and if they work any over-time they are paid extra for it. Since April 1, when our demands were conceded, the company has had to hire 10 or 15 more men to do the work in the barns."

Agreement between the organization representing employés and the Rochester City and Brighton Railroad Company:

First. That twelve and one-half (12½) consecutive hours shall constitute a day's work, with one (1) hour out for breakfast and one (1) hour out for dinner.

Second. That no employé shall be required to care for more than sixteen (16) horses per day, with changes excluded.

Third. That no employé shall be discharged without a good and sufficient reason being given his representative.

Fourth. That the under officials be instructed to bear in mind the fact, that if a man is compelled to work for a living, he is neverthe-

less a man, and should be treated as such, and not as one of the brute creation. We only desire fair treatment and proper recognition from our employers.

Fifth. All barn-men shall receive one dollar and fifty cents (\$1.50) per day, and all feeders shall receive one dollar and seventy-five cents (\$1.75) per day from April 1 to January 1, and from January 1 to April 1 \$1.37½ and \$1.62½, respectively.

Sixth. This agreement shall take effect April 1, 1887, and continue in effect until April 1, 1888.

No. 784. Agreement between the organization representing the car conductors and drivers and the Rochester City and Brighton Railroad Company :

First. All conductors and drivers shall have at least forty (40) minutes for dinner ; all late conductors or drivers shall have at least forty (40) minutes for supper, except on trip cars.

Second. All extra time worked on snow plows, shall be paid at the rate of twenty-five (25) cents per hour ; all other over-time shall be paid twenty (20) cents per hour.

Third. That no employé shall be discharged without a good and sufficient reason being given his representative, if asked for.

Fourth. That the under-officials of the road be instructed to bear in mind the fact, that if a man is compelled to work for a living, he is nevertheless a man, and should be treated as such, and not as one of the brute creation. We only desire fair treatment and proper recognition from our employers.

Fifth. That all conductors and drivers shall receive two (\$2) dollars per day, after they have been in the employ of the company fifteen (15) months. All extra conductors and drivers shall receive one dollar and sixty-six cents (\$1.66) per day until they have been in the employ of the company six months ; after six months they shall receive one dollar and seventy-five cents (\$1.75) per day until they have been in the employ of the company fifteen (15) months ; after fifteen (15) months they shall receive two (\$2) dollars per day.

Sixth. That conductors and drivers shall not be required to wash or sweep their cars, inside or outside, but shall dust the car and clean the windows inside ; they shall not be required to tend their fires except when running on the road.

Seventh. No conductor or driver shall be required to handle his horse, except while attached to the car, except that he shall deliver horse in barn.

Eighth. That in all cases where cars are detained on the road through fire or unavoidable accident, not the fault of the employé, on the last trip, they shall be paid as if running on the road.

Ninth. No employé shall be discharged or discriminated against by the company because of his connection with any labor organization.

Tenth. That conductors and drivers shall be paid full time for Sundays.

Eleventh. All marks against a conductor or driver for being late to take out his car shall be cancelled at the end of six months.

Twelfth. This agreement shall take effect April 1, 1887, and shall continue in force until April 1, 1888.

CARPET WORKERS.

Three strikes were reported, including 3,705 persons. Causes of which were: One, reduction of hours and discharge of prominent Knights of Labor; result, a compromise; 2, to assist coal handlers; 3, refusal to recognize rules of Knights of Labor; these were lost; the loss of wages was \$29,500 in two of the strikes, and in one 255 strikers lost positions. To all other inquiries the replies were negative except that one firm reported small loss in interest by non-use of plant.

The carpet industry of this State is limited in the number of establishments, but those that we have are of high character and importance.

In January, 1887, a strike took place in a New York city factory and 2,500 hands went out. A handful only remained at work; why they did so remain, in opposition to the general sentiment, is not explained. The cause of the strike is not quite intelligible. It originated partly in a reduction of wages, although that does not seem to have been a very prominent grievance. The main impulse to the strike is found in the dismissal of certain employés some time last year. Toward the close of the year a change had been made in the executive of the great firm, and soon after the change certain old employés, who had been active strikers in 1884, but had been reinstated, were again dismissed. So far as can be understood the trouble originated in the clashing of two labor unions formed inside the factory. A new superintendent and relative of the head of the firm is alleged to have caused trouble by raking over the old difficulties and reviving old grudges. The contentions for mastery of the two labor factions seem a more probable cause of trouble than the revival of dead and buried grievances by a new superintendent. That gentleman himself is reported as saying: "It is a dispute among the unions in our factory. I don't know

anything about it. When they settle it among themselves I suppose they will resume work."

Another statement made by a person in authority was to the effect that "differences of opinion between the two unions inside the factory led to frequent caucuses during working hours. At these caucuses the rules and orders of the superintendent were discussed. The superintendent objected to this as interrupting work, and finding the operatives intractable he dismissed several. Some of the more advanced disputants claimed the right to discharge and hire employes, to which the superintendent decidedly objected."

Another explanation made in the public press at the time set the matter forward in this way:

"Three months ago a nephew of the senior member of the firm, was made superintendent of the factory. The new superintendent thought it desirable to break the influence of the Progressive Carpet Weavers, which had always been favorably regarded by the firm. He began by removing many who were prominent and active in that association. These removals caused discontent among the workmen, who notified the firm that unless the discharged persons were reinstated or sufficient reasons given for their removal, all the workmen would be called out. A committee waited on the superintendent, but he would make no explanations. A reduction of wages is also announced, but the question to be first settled is that of the discharged employes."

These variations serve to illustrate the difficulties often encountered by this Bureau in arriving at the real bottom cause of quarrel—a difficulty incident to all quarrels, national, sectional or personal.

January 26 a conference took place between Messrs. Hayes and Bailey for the Knights of Labor and the representatives of the firm. The demands made for the operatives were:

"The reinstatement of twelve union hands who had been discharged for being unionists; second, the discharge of the new superintendent; and, third, the countermanding of the 10 per cent. reduction."

After discussion, an adjournment was taken, but it was found necessary to get further instructions on both sides. After a delay for this purpose it was finally settled thus: "Old hands to be reinstated; representatives of the hands to talk over all grievances, with power to adjust the same; the mill to be considered a union

mill, and the delegate to have power to examine cards; 5 per cent. reduction in wages."

No. 8. The employers remark that their strike was settled on the following terms:

"Agreement entered into between the representatives of E. S. Higgins & Co. with the district executive board of District Assembly No. 126:

"1. That the company shall reinstate all their former employés in their former places on the starting of their machines, which includes all who have been laid off or discharged since December 1, 1886.

"2. That we will make the factory a Knight of Labor factory and that a proper officer shall be appointed by District Assembly 126 to examine all cards of members at the end of each quarter; in case of any disobedience of the laws of the Knights of Labor, that they shall be suspended until complied with.

"3. That the present prices shall be subject to a reduction of 5 per cent.; and in case of a request for either an advance or a reduction at any time, two weeks' notice shall be given.

"4. All disputes hereafter arising in the factory shall be submitted to a joint committee of employés and employers for adjustment.

"5. That in all cases where persons are laid off owing to slackness of work, those employed last shall be first laid off, proved incompetency excepted; and this shall not include where the manufacture of any grade of goods (carpets) is to be stopped.

"6. Upon the signing of this agreement the people shall be ordered to return to work."

The firm adds: Since the strike of January 24, we have had two small strikes with our employés among themselves on account of the above agreement, and in which the firm took no part other than having the agreement carried out."

These arrangements having been made, it was thought that peace was permanently established. But that was not to be yet. The new trouble was an off-shoot of the terrible coal strike. The factory engineer belonged to D. A. 49, whose activity in the long-shoremen and coal strikes is detailed elsewhere. No. 49 notified the carpet works that they must not raise steam with "scab" coal. To the outside world this seems to have been a genuine act founded on 49's attitude in the coal strike, but inside the factory it was attributed to jealousy of D. A. 126, having taken the chief part in the conduct and settlement of the carpet strike. Whatever the real motive and sentiment, the act gave room to critics to com-

ment on the difficulties thrown in the way of employers in dealing with jealous and conflicting labor organizations. It was alleged that this off-shoot of the "coal" strike was chargeable to the factory engineers, who were grumbling at the 5 per cent. reduction in wages, to which they in common with the weavers had been subjected, and that the "scab" coal was a mere pretext. After over ten days delay, the second strike was taken off, and the people went to work again. The precise terms of settlement are not stated, but it is presumed that the engineers were not subjected to the 5 per cent. reduction.

In April a third strike took place at the same factory. It was a renewal of the old trouble between the two organizations.

Some dismissals having taken place from the working force, it was alleged that these dismissals had been invidiously selected from the forty-niners. This complaint was investigated by Master Workman Bailey, a representative of 49, and the result was that he called out all the members of 49.

The immediate result of this act was that the engineers who belonged to 49 went out, but their places were promptly filled by the master workman of D. A. 126.

The strike or call out was the beginning of a bitter struggle between 49 and 126, in the course of which the general executive board of the order saw fit to revoke the several charters of the Carpet Workers' National District Assembly 126; and in order to make this revocation effective, the general executive board resorted to the extreme measure of publishing what amounted to a "boycott" of the products of the factory, by issuing a circular to all local assemblies directing them to send out committees, and to apprise dealers that the Knights of Labor executive board cannot recommend the firm and their goods to the patronage of the order, and inclosing a list of firms who kept this firm's goods.

The immediate result of this extreme measure was a storm of indignation throughout the labor ranks. The Central Labor Union met it by a resolution:

"WHEREAS, It is reported in the press that the general executive board of the Knights of Labor has virtually levied a boycott upon the carpet works of E. S. Higgins & Co., which firm employs none but union hands, and pays the best wages in the trade, for the reason, we believe, that the employes of said firm dared not do what they considered right.

"Resolved, That we, the Central Labor Union, do protest against the said boycott, and denounce the action of the general executive board of the Knights of Labor as unjust, arbitrary and uncalled for.

"Resolved, That we pledge our sympathy and support of all organizations affected by said boycott."

Several cases of assault were reported as having occurred by reason of the strike.

No. 886 $\frac{1}{2}$. The employer described this strike as trouble between D. A.'s 49 and 126. As to "cause of strike" he says: "Strike was caused by D. A. 126, Knights of Labor, refusing to comply with the orders of the general executive board, as we understand the matter, and the trouble is still pending. The loss in skilled hands is quite considerable, and continued up to date (August 29), and will until settled, no doubt."

LONG ISLAND.

At an oil-cloth works in Astoria, L. I., a number of men were fined, in small sums, for various breaches of rules. This led to their refusal to work, and after that to quarrels and fights with newly hired hands.

YONKERS.

In October, a carpet manufactory in Yonkers discharged a number of work people. The ground assigned was the extreme dullness of trade, but it was remarked that those dismissed had, many of them, been concerned in an old strike, mostly females.

A peculiar case in this trade was mentioned in last year's report (p. 519). A strike took place in a Brooklyn establishment employing a large number of girls, on account of the dissolute conduct of the young men who were in positions of authority and trust. The employer, against whom there were no charges of complicity or bad example, was a man of peculiar views as to moral responsibility, and preferred that his girls, over a hundred in number, should go on strike rather than that he should cause himself inconvenience by removing evil-doers from places of trust. He not only refused all reports of the state of his establishment to this Bureau, but withheld all encouragement from the attempts of well-intending citizens to bring the offenders to justice. The strike was continued into this year, but failed from the inability of the girls to maintain themselves without wages; although citizens convinced of the justice of their case contributed liberally. The offenders against

morals and decency were brought into the courts, and in one case a conviction was secured; although in another case legal ingenuity enabled the delinquent to escape punishment.

CHEMICAL WORKERS.

Only 1 strike in this trade; unsuccessful; 170 were engaged, of whom 130 lost positions; wages lost, \$5,000; cost to union, \$500; cause of strike, an obnoxious foreman.

The Laurel Hill Chemical works are situated at Newtown, L. I., just outside of Long Island City limits. About 300 persons are employed, most of them unskilled laborers, for the manufacture of chemicals, though on a scientific basis it requires a good deal of rough labor. In August last there was a strike for the most part made up of the unskilled. Their cause of strike was insufficient wages, the cause of which again was that their time was not all filled. There were too many hours off which were made up in jobs. Many asked a full week's regular work. The factory is situated in a lonesome region and the strikers belong to a rough class; so the proprietors of the works thought it useful to apply to the United States marshal, who turned over the application to the sheriff for protection, stormy threats having been used against any new comers or applicants for work. The sheriff detached twelve specials for the protection of persons and property; these specials were reinforced by a squad of 25 Pinkerton's detectives. At whose cost and charge the Pinkerton's served does not appear.

The Laurel Hill works are on the banks of Newtown creek, up which lighters and small steamers can bring cargoes. To this mode of approach the strikers gave particular attention and established a line of pickets. The employers did succeed in bringing a party of laborers from New York. These were assailed by the residents, male and female, on their arrival, but it was not considered prudent to send them back and so they were given sleeping quarters and food rations in the factory. All this turbulence was in spite of the presence of the specials and Pinkertons. A truck load of acid was got out only under guard of Pinkerton's armed, and threatening to shoot any who interfered with the team or the load. The mob, however, stood off and threw stones. In one case a driver with a load of acid for the sugar-houses was caught by a gang of strikers, many of them women, just inside the city lines and set upon with clubs and stones and the man was so injured that he

had to be taken to the hospital. In another case, one of the laborers having voluntarily gone back to work, a mob of women and children broke into his little house and wrecked it. The factory superintendent said: "As a fact the men struck for less money than they are getting. They work over hours and by doing so receive every week more than a week's wages. The average pay is \$12 a week, which is good, as no skilled labor is required. I could train any man to do the work in four hours. The company has no objection to the men belonging to any organization, but it will not recognize any such, nor will it guarantee steady work. We have had disputes with our men continually cropping up—perhaps it might be for more than a year. At present we have as many men working as we require, and even if we have to shut down, we will do so before we give in. Our pay is higher and our hours are less than those of any similar factory."

There is an absence of explicit detail as to wages. But it seems certain that the men had many short days. The foreman's book, indeed, shows an average of fair weekly earnings. But the copper producing and acid producing work was the most profitable. This only gave three or four days a week. The men were then detached to other less profitable jobs, but they allege that the figures of the foreman's pay-roll were not in agreement with the men's actual receipts.

Eventually the strike died out for want of support and from the facility with which new help was brought from outside.

No. 1210. Union remarks: "The foreman laid off a number of the old hands three and four days a week, putting on incompetent workmen during that period. He would then open the envelopes of the old hands each week, pay them at the rate of \$1.80 to \$2 per day, and give the inexperienced workmen, who filled the places of the old employes during the portion of the week they were laid off, \$1.50 per day, taking the balance for himself. The regular workmen demanded full time and discharge of obnoxious foreman, which was granted."

No. 1210. Employers remark: (1.) "This number, 17, includes 1 superintendent, 3 clerks, 1 chemist, 1 draughtsman, 7 foremen, 1 carpenter, 3 workmen. (2.) It is difficult to estimate sum of wages to old employes, as many are still out of work. (3.) Most of our departments have to be operated 24 hours per day, hence the 12 hour days required of many of the employes. These departments also run 7 days per week, or continuously. On Friday, August 12, about 24 men in the

copper works notified our superintendent that they would leave unless he would guarantee them 6 days' work per week, or 30 cents per hour when working. He replied by showing them by the books that they had averaged $6\frac{1}{4}$ days per week for months. They, however, said they would leave. Saturday night (13th ult.) at 9 o'clock, they telephoned the superintendent at his house, that unless he decided in ten minutes to yield to the demand the whole works would be stopped. He replied that both members of the firm were in the country and they had better wait until their return, Monday. The men abandoned the works thereupon, and their senseless strike began. On Monday, August 15, one of our firm went to the works and told the strikers that they could return to work if they would do so immediately; but if not we would hire other men to take their places. They declined with above result."

CIGARETTE MAKERS.

In this trade three strikes were reported; number engaged, 220; lost positions, 136. Two strikes were for increase of wages, both unsuccessful; number of persons engaged, 90; lost positions, 6; loss of wages, \$225. One strike was against use of machinery; unsuccessful; number engaged, 130; all lost positions; cost to union, \$50.

A well-known Brooklyn cigarette manufacturer, who is reported to deal fairly by his work-people, had a strike among his girls for an increase of wages in May last. They asked an advance of 10 cents a thousand, and failing to get it they all left the shop. After a few days of idleness they returned. It then appeared that they had been led away by promises of higher wages elsewhere, but on inquiry the girls found that the work would not be so steady as at the old shop. They had the good sense to return and look for their places again. The employer did not blame them when they came, but was so pleased that he celebrated the event by a general holiday, a free ride in the park and a small banquet with music and dancing in the shop—for girls only.

No. 6. This case was reported by the newspapers as a strike. The union makes no such report, and the employer remarks: "We never had a strike in our factory since we have been in business; for the past three or four years our cigarettes have been manufactured by machinery; in consequence of the great improvement in workmanship over the hand goods, our sales increased so last year that we were obliged for some months to employ about 250 hand makers to keep up with the demand until we could build new machines. This was accomplished

about November, 1886, at which time we dispensed with the services of 250 operators. The workmen in this branch of industry are of the opinion that a law should be passed which compels a manufacturer of machine-made goods to state the fact that these goods are made by machine, through a label or stamp on the goods. This would protect those that produce the same article by hand and also the consumer who does not want an inferior article made by machine."

CIGAR MAKERS.

Strikes were reported in 26 establishments, of which 12 were successful and 14 unsuccessful; the number of persons engaged was returned at 634; lost positions, 268; loss in wages, \$17,440; cost to unions, \$5,186.35; estimated yearly gain in wages, \$889.20; loss to employers, \$300. The causes and results of strikes are reported as follows:

Employment of non-union men, 2; number engaged, 11; lost positions, 1; loss of wages, \$283.30; loss to union, \$65.85; both successful; settled by conciliation with labor organization.

Reduction of wages, 12; number engaged, 371; remained at work, 12; lost positions, 37; successful, 5; loss of wages, \$15,345.47; loss to union, \$3,108; loss to employers, \$300; settled by conciliation with union, 5.

Refusal to recognize union rules, 2; successful, 1; unsuccessful, 1.

Increase of wages, 6; number engaged, 27; lost positions, 8; successful, 4; unsuccessful, 2; loss in wages not reported; cost to union, \$59.50; estimated annual gains, \$889.20.

Rival labor organizations, 2; strikes pending; number engaged, 5; lost positions, 2; loss in wages, \$12.00; cost to union, \$8.00.

Use of machinery, 1; unsuccessful; engaged, 20; all lost positions; cost to unions, \$245. To all other questions, no answers given.

One of the early strikes of last year was by a colony of Bohemians in Suffolk county, L. I. A lot of them worked for a New York jobbing house. The employers notified his people of a reduction in price of 25 per cent., also that instead of being paid on delivery of the goods the poor people would not be paid until the cigars had been packed, stamped and marked for shipment, thereby making wages a credit operation, and the time of payment dependent on the employers' convenience. The payments as it was had always been monthly, but this new system was too crushing.

A strike, which was compounded of strike, boycott and dispossession proceedings, broke out in Morrisania last July.

The firm are large manufacturers, and employ quite a number of hands. The firm or its members are owners of several tenement houses near by the factory. The arrangement implies the combination of employer and landlord, to which, if justly carried through, there can be no objection; otherwise it is obviously open to critical comment. Wages may be sacrificed for rent, or rent enhanced for the sake of wages.

The firm originally included two names. About the time that trouble arose in which the tenement ownership was involved, a dissolution of the cigar factory partnership took place, and a new style and title was used.

No. 266, employer's blank, remarks: "There has been no strike nor intimation of a strike in this factory. In March there was a reduction of force by reason of lack of orders. The dismissals were in the ordinary course of business. The best hands were naturally retained. Beyond that we were not aware of any trouble. There was no change of wages or hours."

No. 266. In contradiction to the employer's return, the union says:

"The union had adopted resolutions demanding that the firm cease manufacturing tenement-house cigars, and the question was submitted to the various cigar makers' unions to take action as to whether or not a strike should be ordered. The firm learned of the adoption of the resolution and immediately locked out their employés." It is charged by the union "that since the lock-out the families of the members of the organization were evicted from the tenements owned by the firm. The children of several of the evicted tenants were ill at the time and had to be removed to the Harlem hospital."

No. 1741. This is another report from the same employers, and gives another story; they say:

"Closed shop the latter part of June to take stock. When we were ready to open, we notified a part of our employés to come to work. They refused unless all were employed. We thereupon hired other hands. As most of our old employés lived in our houses and would not pay rent we were forced to resort to the law."

[Evidently these tenant-employés thought there was some sort of right as wage earners attached to their duty as rent payers.]

In May last a leading Spanish firm notified their employés of an intended reduction, \$2.00 per thousand, in wages. The men were not content, struck, and calling a meeting met the offensive reduc-

tion by a demand for advance on present rates throughout the trade; it was said that the leading house in which the strike originated paid \$2.00 more than the rest of the trade. The movement was, therefore, to level up instead of leveling down. Certain firms of repute came out and said that they were paying as much as the leading firm in whose shop the strike had begun. Assuming that to be so, it still remains that they were above the common run of wages paid by the manufacturers and the men stood justified in their desire to establish the higher rate throughout the trade. It is a fact that in the cigar trade the finest goods command the highest wages. Not only is the material better, but more skill and care in the handling are required.

The movement to reduce by the leading firm was seconded by two or three other firms not so important, and whose scale was not so high that it needed any reduction. In particular, there was an effort to reduce the wages for packing, generally considered the most responsible, and therefore the best paid of all the operatives in the trade. The packers, who are not to any great extent in sympathy with the general run of operatives, claimed that this "cut" was only the opening gun for a general depression in wages.

No. 951-953. Most returns made by the unions in the foregoing cases, show that the strikes were lost.

No. 1027. This was a strike for employing non-union workers, and to compel adoption of union scale. The result was that employers made the shop non-union. All union workers left, and the union declared a boycott, which is still on.

No. 1322. Case of reduction of wages. After a strike of one week's duration, employes submitted and resumed work.

No. 163. This case is one of boycott. The particulars as furnished to this Bureau are found in the following:

OFFICE OF CENTRAL LABOR UNION OF NEW YORK AND VICINITY,
No. 141 EIGHTH ST., BETWEEN FOURTH AVE. AND BROADWAY,
NEW YORK, *March 13, 1887.*

DEAR SIR.—I am instructed by the above union to request you not to purchase cigars from, cigar manufacturer, as his work-people are on a strike against a reduction of wages, and he is employing non-union help to try and defeat the union. Hoping that you will comply with this request until the employer comes to terms with his hands, or you may incur the displeasure of the Central Labor.

Corresponding Secretary, C. L. U.

No. 163 remarks: "I will explain the cause of lock-out. I made a cigar to take the place of another, excepting that it was a little longer, and they demanded an advance, which I refused to accede, but finally had to submit to; the price I was willing to pay was in advance of the union price. There are in the city a large number of union shops, where the price is a good deal less than I paid for the same cigars. Committees visited customers of mine, asked for cigars, and when mine were produced refused to buy them, and some of my customers said if I did not fix it up, that they would be compelled to stop buying from me."

SYRACUSE.

No. 1753 gives the story of a difficulty which arose between a manufacturer and his employé as to the right of using a bunching machine in his factory. The employer says:

"We entered into contract with K. of L.; established a bill of prices, and a provision for working bunch machine. All differences to be settled by arbitration. At the end of the year they refused to allow the machine to be operated in the factory at any price. They all struck and we filled up with other men without trouble."

The strike was unsuccessful, and was abandoned.

The agreement made with the Knights of Labor for license to use the machine, and for the use of the union label, is as follows:

Know all men by these presents, that I, Charles H. Litchman, of the city of Philadelphia, in the State of Pennsylvania (acting herein by virtue of the power and authority in me vested in and by a certain instrument in writing or letter of attorney, under the hand and seal of Thomas B. Maguire, bearing date the 7th day of May, A. D. 1887, and of every other power in this behalf me in anywise enabling), in consideration as well of the sum of one dollar by each of the parties who have respectively signed, sealed and executed this agreement (being cigar manufacturers); and at the respective times of their execution of the same well and truly paid the receipt of which sums I hereby acknowledge, as of divers other good causes and valuable considerations me hereunto moving, have and by these presents do authorize and empower each of said parties, from the date set opposite their respective names, and upon the conditions and stipulations hereinafter set forth, and with respect to the use hereinafter mentioned, in manner and form following; that is to say:

To have use and employ the trade-mark described in and protected by United States letters-patent No. 14,244, dated the 5th day of April, A. D. 1887, upon cigar boxes containing cigars that may be proffered

or offered for sale, upon the following terms and conditions; that is to say:

That the said manufacturers shall employ no person in any of their departments or lines of labor (excepting their superintendent, foreman and clerical help) save those who are members of the order of Knights of Labor of America in good standing.

That the said manufacturers shall not employ in any of their said departments or lines of labor any tenement-house labor so called.

That the said manufacturers shall pay for the labor of their said employes the prices designated by the Knights of Labor price-list, a copy of which price-list shall be displayed in their factories.

That upon the occurrence or happening of dull times they, the said manufacturers, shall not make wholesale discharges of their employes, Knights of Labor as aforesaid, but instead thereof shall reduce the number of working hours of such employes.

That the whole number of working hours shall in no case be in excess of 48 per week.

That the person employed by said manufacturers to label the said boxes shall be a member of the order aforesaid in good standing, and no cigars except those manufactured in the factory of said manufacturer shall be labeled with said mark.

That the said manufacturers shall submit all differences arising between their said employes and themselves to the Knights of Labor for arbitration with them.

That no manufacturer shall be permitted to use any other union label on the box bearing the label in question.

That each label shall be canceled with a stamp of such design as may be approved by the general executive board of the Knights of Labor, which stamp shall show the number of the assembly through which the label is issued and the date of cancellation.

That if any of the aforesaid conditions shall be violated by the said manufacturers, or by those in their employ or under their supervision with the assent, consent, sufferance or approval, all rights and liberties hereby secured shall at once stand as completely annulled and abrogated as if this writing had not been made.

And we, the said parties hereto, cigar manufacturers aforesaid, in consideration of the use granted to us aforesaid, have and hereby do covenant and agree with the said Charles H. Litchman in manner following; that is to say:

That we will employ no person in any of our departments or lines of labor (excepting if we so desire our superintendent, foreman or clerical help) save those who are members of the order of Knights of Labor of America in good standing.

That we will not employ in any of our departments or lines of labor any tenement-house labor so called.

That we will pay for the labor of our said employés the prices designated by the Knights of Labor price-list, a copy of which price-list will be displayed in our factories.

That upon the occurrence or happening of dull times we will not make wholesale discharges of our employés, Knights of Labor aforesaid, but instead thereof will reduce the number of working hours of such employés.

That the whole number of working hours shall in no case be in excess of 48 per week.

That the person employed by us to label said boxes shall be a member of the order aforesaid in good standing.

That in case of any differences arising between our said employés and ourselves we will submit the same to the Knights of Labor for arbitration with them.

That each label shall be cancelled with a stamp of such design as may be approved by the general executive board of the Knights of Labor, which stamp shall show the number of the assembly through which the label is issued and the date of cancellation.

That we will use no other union label on the box bearing the label in question.

That in case any of our aforesaid agreements shall be violated by us, or by those in our employ or under our supervision with our assent, consent, sufferance or approval, all rights and liberties hereby secured shall at once stand as completely annulled and abrogated as if this writing had not been made.

It is hereby mutually understood and agreed that the said label (the right to use which is hereby secured) shall be in the hands of the , to whom only all applications for shipment of the same must be made, such application to state explicitly the number and amount of cigars desired to be labeled.

In witness whereof, I, the said Charles H. Litchman, have hereunto set my hand and seal this day of , Anno Domino, 1887; and we, the said manufacturers, agreeing as aforesaid, have hereunto set our hands and seals on the days set opposite our respective names.

..... [L. S.]
 [L. S.]
 [L. S.]
 [L. S.]

Sealed and delivered in presence of

.....

CIGAR PACKERS.

One strike against reduction of wages; successful; settlement by conciliation with labor organization.

CLERKS AND AGENTS.

Last year's report contained the story of a quarrel between a well-known sewing machine manufacturing company and its agents, in which it would seem that the company had behaved with great harshness, if not downright injustice. The result was that the employés, having been defrauded of a large sum due for commissions on sales made, appealed to their union, which put a boycott on the company. D. A. 49, not having been able either to rectify the wrong or to make the boycott effective, D. A. 122, composed mainly of sewing machine workmen, took the business under their charge, and effected a satisfactory settlement with the employers. No. 49 then took no steps to raise the boycott as promised, but No. 122 made the facts known in May last, and so deprived the boycott of its effect.

CLOTHING CUTTERS.

One strike reported; result unsuccessful; number engaged, 45; remaining at work, 380; lost positions, 45; loss in wages, \$16,200; loss to organization, \$1,200. Cause of strike, increase of hours.

A large firm of New York and Philadelphia was put under boycott in October, 1886. Over a hundred cutters and a large number of sewers were thrown out by the suspension. The main cause of the trouble was the firm's refusal to continue the Saturday half-holiday, which they had been among the first to concede. The firm replied to the declaration of boycott by a counter declaration that it did not care for unionist trade and "recognized no union of any kind." The boycott included the Philadelphia house. The strike continued on until the present year. The Philadelphia Knights remonstrated with the New York Knights on the continuance of the boycott at this end, as it was doing more harm in Philadelphia than in New York. The firm conceded the summer half-holiday in 1887.

Another trouble arose with this firm at the instance of the shirt makers. But the firm, in answer to inquiries from this Bureau, have stated that there was a mistake, the firm not being interested in shirts.

COACHMEN.

The coach drivers, or, as they are more familiarly called, hack drivers, seem to lead a comparatively easy life—nothing to do but to sit on the box and drive or wait at the stand and talk. They, however, say that things are not always what they seem. Hours are long, never less than 12, and often 18; wages low, from \$7 to \$11 a week. They are necessarily well-conducted men, and are obliged to dress decently. Now and then perhaps they make something extra from liberal customers, but this is as it may be. Last year the Brooklyn drivers asked for better wages. Some of the hack-masters were willing to meet their demands, but the liberal-minded were not sufficiently whole-souled to take the initiation, so the discussion dragged along for months. At length, just before Christmas, the drivers thought the time had come for a settlement. They held a meeting and made a formal demand, which was sent to the Livery Stable Bosses' Association. The bosses, touched with compunction at their men's small earnings for so many months, and quickened somewhat by the fears of a tie-up during the holiday season, when if at any time carriages are in demand, consented to reduce the hours and increase pay. It is not said that there was any formal resolution on the subject, but they accepted the position and assented one by one, now and then going into print to contradict mistaken assertions as to their tardy liberality.

Fourteen strikes reported, all for increase of wages, of which 11 were successful, 3 unsuccessful; 58 persons engaged; 4 lost positions; loss in wages, \$16.50; estimated gain in year's wages, \$3,380. Settled by conciliation with labor organization.

COAL DRIVERS.

One strike reported, in which 12 were engaged; result successful; amount lost in wages was \$72.00; cause of strike, obnoxious foreman; duration, 2 days; settled by conciliation with labor organization.

COAL HANDLERS.

Under this title are included all those who deal in or handle coal. The story of the great coal strike, which originated in New Jersey, and was continued in New York city, is told in another part of this volume. Here we only have the general summary,

with the remarks of dealers and others to whom inquiry blanks were sent. It is well to say that all the troubles in the city and vicinity arose from the Jersey strike and the short supply of coal.

Twenty-seven strikes reported, all unsuccessful; 983 persons were engaged, of whom 108 lost positions; the loss in wages was \$76,269.28; cost to union, \$1,159; cause of strike, refusal to handle boycotted coal; loss to employers, \$47,750.

No. 136 says: "The coal handlers on the Weehawken docks of this company quit work in a body on the 6th of January, without notice, demand or complaint, and the company have reason to know that they did so under a demand of the Knights of Labor and left unwillingly. They requested to be reemployed after six weeks' idleness, at the same rates of wages and under the same conditions as when they ceased to work, resigning their membership as Knights of Labor. It is believed that any legislation will not only fail to afford relief, but will simply embarrass the relations between capital and labor, as no power is equal to the laws of trades, supply and demand."

No. 139 remarks: "Our men stated in a body that they had no grievance and were well satisfied with wages, time and managers, but were ordered out and had to obey. We consider we have, and do now, pay the highest wages in this city for our class of work.

"We unloaded no 'scab' coal during the strike, and if we had sold our stock at offers we received from wholesale dealers, could have realized \$10,000 at least more than we did; but to protect our large steam and foundry trade we refused to sell, except to regular customers."

No. 141 remarks: "The cause of the late coal strike in Brooklyn is hard to find. The men themselves could not tell, only that they had been ordered out by their society. They did not and could not plead necessity, for the times were good, work plenty, and wages high and necessities of life cheap. But the object of the labor societies is clear. It is speculation. They aim to control all the labor of the country ('get a corner on labor'), break up competition and then put the price very high, the same as is sometimes done with merchandise. In trying to do so they work great harm to others and should be stopped. All the Legislature have to do is to see that every law-abiding citizen has his constitutional right — freedom. If there is no law for that now, then make one and enforce it. 'Dare to do right.'"

No. 145 remarks: "We have had no strike of our employes and consequently take this form of answering your questions instead of filling in the accompanying blanks. On Saturday, February 5, 1887,

five (5) of our cartmen quit work, having, as they said, been intimidated by others in sympathy with the coal strikers in New Jersey. On the same day one of our cartmen was prevented from dumping his load, although backed up in front of the place of delivery. On Tuesday, February 8, one of the men who run the cars on the tram-way from our dock to the yard also quit work, having been visited the night previous by a party of unknown men, fifteen or twenty, and told that if he went to work, 'he might as well carry his coffin with him, as he would need it before night.' Two more of our men were visited by similar parties with like threats, but they came to work notwithstanding. Knowing that, although we could protect our men while working for us during the day, we could give them no protection at night in their homes in tenement-houses, we sent out none of our carts on February 8, 9 or 10. On the 11th we sent out two carts, one driven by a man who staid by us, and the others by one we hired the day previous. They had no trouble in the forenoon, but the new man was stopped, and sent back to the yard, the first load after dinner, but during the rest of the afternoon delivered his loads under police protection. During the last half of January, up to the 12th of February, we could only induce our boat shovelers to work, by the presence of one of the firm and a policeman specially detailed to protect them. On Saturday, February 12 all the men who quit work returned, and were put to work as individuals, in their former positions. It will be impossible to form any estimate of the damage to our trade, for we will not know for some time how many of our customers may have left us when we would not fill their orders."

No. 146 says: "As you may suppose by the nature of our business, ours was unskilled labor, and was composed mostly of men that have been with us for a number of years, and but from intimidation from outside influences, would not have gone out at all. We judge that it was mostly from fear of bodily harm that they stopped work, except in the case of three or four of the men, who were foolish malcontents."

No. 147 remarks: "Some of our men were 'Knights of Labor,' and some were not. We do not know how many of each. Our men had no grievances, and made no demands of any sort. Some officer of the Knights of Labor society, to which some of them belonged, had ordered them to quit work, and they quit, all except one. They hardly knew why *they* should stop work, but were told that it was to help the coal handlers over in New Jersey to get *their* demands. The union men thought they could not work, and the others felt afraid to. After about three weeks' idleness, when the coal handlers'

strike in New Jersey was settled, they were only too glad to get back in their places again, and vowed they would have nothing more to do with the society."

No. 149 remarks: "We found that our men would have worked if they had been permitted to do so by the Knights of Labor. They made no demands either for higher pay or for shorter hours, but merely because they were ordered out, and commenced work again when so permitted by the organization."

No. 150 remarks: "The only suggestions we can make are upon general principles, that no man or body of men have any right to assault or threaten to assault another man for being willing to take work which one man has refused to do. There should be severe penalties enacted for such acts and threats. Our yard was open to all who could come and get their own coal from the beginning of the strike. Deliveries by our own carts were suspended for two days, and then resumed by new hands. All new hands proving capable, have been retained, and as vacancies were made by dismissal or leaving, we have reinstated the old hands singly, and upon their personal promise that such an occurrence would never again happen. New and old hands are working peaceably together."

No. 151 remarks: "The strike of the men employed in the coal yards in Brooklyn, was not because any grievance existed between them and their employers, but simply one of sympathy with the strikers at the Jersey shipping points, to prevent coal loaded there by so-called 'scab' labor from being handled in this city. The strike ended here just as soon as it ended there. The intimidation and injury to new employés was by groups of strikers, inflamed with whisky, who sought thus to prevent the handling of coal. If in case of a strike every grogshop in the city could be closed, it would do more to end strikes than anything that ever will be accomplished. Plenty of men can be had, but in the face of an angry, drunken crowd, and insufficient police to protect them, they are afraid to work."

COLLAR AND CUFF MAKERS.

One strike reported ; 20 engaged ; compromised ; loss in wages, \$13.57 ; estimated yearly gain, \$2,080 ; cause of strike, increase of wages.

COLOR MIXERS (PAINTS).

One strike reported; compromised; 100 engaged; loss in wages, \$2,220; estimated annual gain, \$4,992; cause of strike, equalization of wages.

An eminent house in New York city had trouble with their employes in April, 1887. Out of 250 workmen 75 submitted demands for an advance in wages. The firm not having promptly acceded to their propositions, the men became peremptory and called upon D. A. 49 for assistance and sympathy. The arbitration committee of D. A. 49 took the matter in hand and found that the men had no just cause for strike and decided not to recognize their action. One of the parties, the manager of the factory, said:

"From the time the men called in the Knights of Labor committee, I had no direct dealing with the strikers; but last night I sent the committee my ultimatum. It was to the effect that I would take all the men back if they reported for duty on or before Monday. I had made a careful inspection of the pay-roll, and found that some of the strikers were entitled to a slight increase. I agreed to grant an increase to these individuals, an increase that was in some cases 50 cents a week and in others \$1, in no case more than \$1; but I insisted that no man should be taken back who failed to report by Monday. My proposition included not a jot more than I would have granted to the men individually had they come, according to my request, and asked for a raise. The committee showed the revised pay-roll to the strikers, and then called on me in the evening. They made an effort to get some other changes made, for some of the men who were not raised thought they ought to be. I did not think so, and stuck to my position. This morning they all returned bright and early and are at work now."

No. 268, employer, remarks: "The strike with us was mainly unskilled laborers, whose places could readily be filled. Our orders were filled from stock on hand, causing no serious interruption to our business. To about one-half of the strikers we advanced the wages a trifle per week. The balance received no increase. All were glad to get back to work again on our proposition.

"Stringent laws should be made, preventing strikers from intimidating or using violence towards men who are willing to work."

COOPERS.

Thirty-seven strikes reported, of which 26 were successful; 11 unsuccessful; 826 persons engaged in strike, of whom 45 lost positions; amount lost in wages, \$12,877.20; cost to union, \$967; estimated yearly gain in wages, \$26,362; loss to employers in 20 strikes, \$6,225. Causes and details of strikes were as follows:

To assist coal handlers, 2; 1 unsuccessful, 1 abandoned; duration in one case 18 days; number engaged, 163; loss in wages, both strikes, \$8,800.

For increase of wages, 25 strikes, of which 24 were successful, and 1 unsuccessful; duration, 3 days, 6 days, 7 days, 10 days and 29 days. Loss of wages, \$2,179.20; cost to union, in 5 cases, \$600. Mode of settlement, 3 by conciliation with employers; 19 by conciliation with union.

Reduction of hours and increase of wages, 4; number engaged 29; unsuccessful; loss in wages, \$1,818; cost to union, \$340.

Change of pay-day, 1; 11 engaged; successful. Cost to union \$2; settled with labor organization.

Refusal to recognize union rules, 3; number engaged, 7; 2 unsuccessful; 1 successful; loss in wages \$80; cost to union, \$25; settled with union.

Opposed to machine-made barrels, 1; successful (no particulars).

Employment of non-union men, 1; 400 engaged; unsuccessful. To all other questions, no answers.

NEW YORK CITY.

At the time of the longshoremen's strike the coopers determined to chip in with the waterside strikers. There are about 3,000 coopers in and around New York city. It is a class of hand-labor goods that can be supplied in unlimited quantity from the west, but a general local strike might be very inconvenient while it lasted. The employing coopers were for a little while aided by carpenters, who made the barrels. There was also a grievance in the trade against a miller on the east side, on account of the dismissal of several men who had refused to assist in delivering barrels to another objectionable wholesale dealer. An exception was made by the strikers in favor of one well-known firm which had thrown its sympathy with workingmen by refusing to take barrels from coopers whose men were on strike. This particular firm could now be supplied with all it wanted, as the workingman's friend.

A general convention of the journeymen coopers of New York city and vicinity was held in July last to settle wages and hours, shop rules and general relations of employers with employés.

Their propositions were, 10 hours daily, 9 on Saturday; no over-time except in extreme emergency and then double pay; no non-union men; discharges only for certain specified causes; wages \$3 a day, to be paid every Saturday; no piece work; only 1 apprentice to 10 men; a union label.

No. 1499. The union returned remarks: "During the year the German Coopers' Union No 1 succeeded in raising the wages in twenty shops employing 80 members, from \$1.50 to \$4 per week *without a strike*, making wages in these shops uniform \$18 per week."

Agreement between the United Cooper Unions of New York and vicinity and their employers:

1. A day's work shall consist of 10 hours; on Saturdays only of 9 hours. The workmen shall have the right to fetch their beer in the morning and in the afternoon.

2. Over-time shall only be made in case of great necessity, but must be reported to the union and be paid at double usual rates per hour.

3. No non-union man shall be allowed to work in any shop.

4. The following shall be considered the grounds for dismissal of a workman: Negligence of his avocation, drunkenness, dishonesty, or the necessity of reduction of the force.

5. The discharged shall have the right to learn the reason of his dismissal.

6. No workman shall be dismissed for belonging to a trade union or other workingmen's organization.

7. Daily wages shall be \$3 for each workman working on barrels or tubs, except for old and weak men. The wages for the latter shall be fixed by the union.

8. The wages must be paid every Saturday before 5 o'clock.

9. Piece-work is absolutely forbidden.

10. One apprentice shall be allowed for each 10 men, and shall be no less than 14 years old and older than 18 years of age by commencement of his apprenticeship.

11. His time for apprenticeship shall be 3 years; his salary \$6 for the first, \$9 for the second and \$12 for the third year per week.

12. This agreement to remain in force from the 15th of September 1887, till that date, 1888.

13. All work made in any shop must be labeled with a union label.

ALBANY.

The employing brewers of this city were notified in March that brewers who wished to be considered in good standing must henceforth use hand-made barrels.

BUFFALO.

A general strike of flour barrel men took place in August for higher wages. They received 9 cents a barrel and asked 10, to which the boss coopers did not object, but many of them had contracts with the millers. Eventually, however, one leading firm came forward, and with a fine spirit of liberality, paid the advance; others slowly followed and so the strike ended.

No. 1452 remarks: "Brewers get their supply of barrels from the west, as they get them cheaper; labor being much cheaper than in this city."

No. 1440 remarks: "I think that if a law was passed by the Legislature regulating the price to be paid by employers to employés it would make strikes out of the question, and manufacturers could not underbid or undersell each other, because all would pay the same, and employés would and could not strike, as the regulation prices would be paid. Day workers could be paid according to their ability by placing them in different grades; piece workers so much by the piece according to the grades of the work, and so on; what I mean is the law similar to the one regulating the fees of attorneys and counselors. It would be well for the commissioners to devise some such plan and lay it before the Legislature to pass something of that kind, if they would consult the interest of their constituents of all classes."

No. 1835. Employer remarks: "In my opinion the union, which was organized during this last summer, ordered this strike more for the purpose of forcing the employers to recognize the union and to discharge all others but union men, no matter how efficient mechanics they might be, than to enforce higher wages. The majority, and the best of the men, are ready to come to work, but the union will not allow them to do so and remain members, unless the employers recognize the union and discharge all non-union men."

COPPERSMITHS.

Thirteen strikes reported; 12 were for increase of wages, of which 10 were successful, 1 compromised and 1 unsuccessful. One for reduction of hours, unsuccessful; number engaged, 115, of whom 6 lost places. Total loss in wages, \$1,342; expended by union, \$320; estimated yearly gain in wages, \$14,416; loss to employers, \$6,900.

ENGINEERS.

Three reported strikes, 2 of which were successful and 1 unsuccessful; 96 engaged in one strike, all of whom lost positions; in others, no return. Loss of wages, \$1,998.50.

Causes of strikes, 1, refusal to recognize union rules; unsuccessful; 1 obnoxious rules, 1 grading of engineers. No other replies to questions.

ERIE RAILROAD.

On the Erie the engine drivers preferred a request for an increase of pay in which the nature and responsibility of their work was brought forward as an argument; while the very unequal distribution of the wages was instanced to show that as some were over-paid some must have been very much under-paid. Meanwhile the risks and responsibilities were equal. A conference was held between the engineers and the administration; the engineers asked that the pay might be equalized instead of being classified. The authorities were gracious enough to admit that a third-class engineer had as much work and incurred as much danger as a first-class, but intimated that the management would consent to the wages being equal, but that there could be no addition to the appropriation. In effect, the best paid men would have to suffer deduction.

NEW YORK CENTRAL.

The only trouble that reached this Bureau is that of an order which might have been expedient, but, as stated, seemed arbitrary. It was that engineers on the section between Buffalo and Syracuse should make round trips. As many of the engineers reside in Rochester, this would imply the giving up of their homes and residing at either of the two terminal points. To the public the matter was of no importance; to the employes it signified much. It is presumed that it was satisfactorily adjusted, as no further report was made of it.

ELEVATED RAILROAD—NEW YORK CITY.

This celebrated institution, which has had some slight difficulties with its employés in past times, was subject to sharp and just censure last year in the matter of the managers' illegal attempt to close two lines in order to head off an anticipated movement by its employés. It has otherwise been free from offense this year in the manner of doing its duty to the public while gathering its enormous revenue. One threatening cloud that rose on the horizon as to the partial and unequal employment of the engineers, implying interested favoritism somewhere in the management, was happily dissipated by judicious concession. It is not unusual in these cases to saddle the blame of agitation on to some individual affected by demagogic ambition; but if there were no grievances the ambitious reformer could not "shoot off his mouth," and it is the business of men in high office to take care that the small employés and wage earners have no just cause of complaint. It is certainly better to have no unequal rules than to earn the spurious credit of timely concessions. It was suggested at the time that in the distribution of small favors and privileges complained of, the beneficiaries were not members of the Brotherhood, which may or may not be important.

ELEVATED RAILROAD—BROOKLYN.

The Brooklyn elevated has gone through a great deal of trouble since its inception. Its contests and squabbles, legal and personal, have long been common talk, and at one time there was a dumb despair of the intended elevated ever becoming a real and visible fact. Among its most active opponents was the well known Deacon Richardson, a factor of no mean value in Brooklyn's progress. Now that it is established, it has to run its course of troubles from which no railroad, whether on the surface or in the air, seems exempt.

July 11, certain engineers and firemen of division 299, operating the engines of the new line, quit work. The grievance was the discharge of nine men by the management, for insufficient cause.

It was stated that the beginning of the trouble had been the discharge of two engineers, members of the Brotherhood, for running past a switch (the alleged fault of a switchman). After these men had been discharged, a third man, not a Brotherhood man, had been reprimanded, and sentenced to a fortnight's suspension.

The difference between the sentences seemed to employés a determination to weed out members of the Brotherhood.

The strikers had endeavored to communicate with the superintendent of the road, but he treated their claim with contempt and abuse. They then sought other officers unsuccessfully. The only answer to their bill of grievances was an order to return to work or quit. They thereupon struck, and telegraphed to the chief engineer of the Brotherhood, but he was away in Dakota. Subsequently the grand engineer, the highest accessible officer of the Brotherhood, came to Brooklyn, and, as alleged, approved the strike. He had an unprofitable talk with the superintendent, but was obliged to return west, leaving an engineer in charge of affairs. The demands of the employés were:

"We, the engineers, in the employ of said company, present the following grievances to your honorable body, for your early consideration and approval of the same, as beneficial to the interests of all concerned :

"1. That 9 hours or less constitute a days' work on all lines of said company, all over 9 hours to be paid pro rata for each and every hour, or fractional part thereof.

"2. That the wages of the engineers and firemen shall be engineers \$3.50 per day; firemen \$2 per day.

"3. That one fireman is promoted to be an engineer; that one engineer shall be hired.

"4. The time of engineers to commence from the time they report on the structure to ascertain where their engines are laid up.

"5. The oldest engineman in the company, providing he is competent and worthy, to have the preference in run, providing there be a vacancy, and shall have the privilege to change runs with each other when it is satisfactory to both parties concerned.

"6. An engineer completing an unfinished day for another excused from duty, shall receive pay per hour for the same as the regular man.

"7. All extra enginemen ordered to report for duty shall receive one-half day's pay, providing he is not held for duty more than four hours, and shall receive a full day's time for the same if sent out on the road.

"8. That no engineer shall be discharged for serving on any committee, or be discharged or suspended for any cause without first having a fair and impartial hearing, and if suspended, shall receive full time and pay during such suspension if exonerated from all blame.

"9. That we be taken from the jurisdiction of Mr. ——— and Night Boss Hostler ———, for various reasons; that if an investigation be ordered we will show good cause for the same.

"10. That the cases of ——— and ——— be opened for another hearing, as Messrs. ——— and ——— have both promised these two men that they would be reinstated to their places inside of 20 days."

The superintendent declared that there was no prejudice against union men or committeemen, as such. The committeemen discharged had been so discharged for absence from duty a whole week, without leave. Another man had been discharged on account change of table and reduction of trains. He also asserted that the nine hour rule was observed; that \$3.50 was the pay, and that firemen got \$1.75, equal pay to that of any other road in Long Island, with lighter hours.

While the men were out the road was run as well as could be under the circumstances, but the service was necessarily imperfect and the way stops irregular. The strikers asserted that the men in charge of the trains were not qualified engineers, and statements showing their unfitness were published in the local papers. The strikers were 86 in number. The tie-up threw about 500 out of employ — conductors, ticket sellers, ticket takers and yardmen.

July 13 Commissioner of Arbitration Donovan notified the parties in difference that he would be in Brooklyn the next day. A subsequent published statement from Cleveland, Ohio, shows that the chief engineer had no intention of coming. He had no power, and the company showed no wish to compromise. Commissioner Donovan appeared in Brooklyn on July 14, and had a conference with Mayor Whitney, and then, it was said, called on the superintendent, of the railroad, who at first was reported as declining to discuss the matter with him. The immediate public effect of Commissioner Donovan's presence on the ground was the following:

"To all employés and firemen of Brooklyn Elevated Railroad Company.—Notice is hereby given that under no circumstances will any of the employés of the road be discharged to make place for any of the former employés of this company.

(Signed) _____,

"General Manager and Committee."

(This was posted up on the railroad bulletin boards.)

On July 15, the Arbitration Commissioners held court and took evidence as to the cause of the strike, and the conduct of the superintendent toward the men who waited on him. The evidence having been taken so far as the commissioners had power, the close of the sitting is thus reported in a Brooklyn paper :

"The superintendent was asked by the counsel for the employés: 'Do you think it offensive for the men to come to the officials and ask for a change in existing rules?' 'It is certainly so to me.' 'Are you opposed to arbitration?' 'I certainly am not. My road is run on the American principle, and as this favors arbitration I favor arbitration.'

"Commissioner Donovan asked:

"'Is there any possibility of a compromise between the company and its late employés at this date?'

"'There is not. We have filled every position on the road, and we don't want anything of these men.'

"Counsellor Gaynor asked:

"'Is the company willing to enter into a fair arbitration?'

"The Superintendent.—'No; there is nothing to arbitrate.'

"This ended the investigation."

The strike and lock-out on the railroad in the great city was naturally of much interest and the accounts in the press were voluminous as to rumors, intentions and things done or expected.

The following summary of testimony is taken from the *New York Herald*, July 17:

"Col. Frank Martin, general manager, said he had instituted a civil service system for the promotion of firemen and engineers. When a man at the head of a list failed to pass examination, he was placed at the bottom of the list and took the chance of going to the head again. He had discharged the two engineers because they had absented themselves without leave. Witness then gave his version of the grievance committee to him. The committee demanded that the pay of engineers should be \$3.50 a day and firemen \$2 a day.

"Inasmuch as we were paying engineers \$3.50 a day the only inference to be derived from the demand made, was that all engineers get the amount called for. When promoted, firemen receive only \$3 a day for a year. So it can be seen why this demand cannot be granted. As to paying the firemen \$2 a day, I don't know of any fireman on any road on Long Island getting more than \$45 a month, so that is a reason why that demand was not granted.

"The request to appoint a member of the Brotherhood to each alternate vacancy among the engineers could not be complied with for the reason that he had promised to promote the firemen to all vacancies. He could not entertain the proposition that engineers and firemen could at their own pleasure exchange runs. To do so would be to permit men down at the foot of the list to come up and by so doing nullify his civil service rules.

"When First Assistant Grand Master Engineer Ingraham and the head of the Firemen's Brotherhood, Mr. Sargent, called on him in relation to the grievances, two or more of the grievances were cancelled by them as being improper. If the men could not get satisfaction from the respective heads of the departments to which they belonged, he had always been willing to hear their complaint. Nevertheless he could not permit the Brotherhood or any other 'hood' to make rules for the road. *He was opposed on principle to grievances of employés being presented by committees for rectification.*

"It was an insult to me to come and dictate terms to me. I don't mean to say that when I got mad I went roaring around the room all the time, but of course I was very angry.' The witness claimed that he had the right to determine whether an alleged grievance was a grievance, and whether it should receive any consideration.

"Commissioner Donovan inquired whether there was not a chance yet to effect a compromise. The reply was in the negative, as the superintendent said every vacancy had been filled. The investigation was then declared at an end.

"Chief Sargent of the firemen made a statement to the press in regard to the strike on the Brooklyn Elevated. He stated that he had never been treated before as he had by Superintendent Martin. The demand was made in a respectful manner, and they simply asked for the same treatment and wages the men on other roads received.

"He went with the men when they presented their demands to Mr. Martin and Mr. Martin was informed by First Assistant Chief Ingraham of the engineers that the men were perfectly willing to meet the company even more than half way. Mr. Martin said he would have no dealings with them. Mr. Ingraham said, 'You don't want the men to leave. We have no power to order a strike, but if the men should go out you could not fill their places with competent men.' Mr. Martin is regarded as replying that if he could not get competent men he would get incompetent men, and said to head of committee: '—— — I'll discharge you men.' The committee then left and the men decided to strike."

The Brotherhood of Locomotive Firemen made a return to this Bureau as follows:

"The demand on the part of the firemen was for more salary, and it was principally the treatment of the committee, received at the hands of the management, that caused the strike. This was the first strike ever entered into by the B. L. F., as it is something not believed in only upon extreme occasion by the order."

Outside of the specific questions from which the above strike and lock-out originated, some minor topics are involved, which, though not practically discussed, may seem worthy of consideration. The strikers complained that union men were weeded out. Trades unions are presumably composed of qualified persons in their respective callings. In the case of certain callings, and particularly engineers, the fitness of the man for the calling involves not only the profits of shareholders, but the lives and property of the public. It is therefore not quite optional either in law or morals, that the railroad employer shall hire whom he likes, or that he may do as he wills with his own.

Another question, was the right of complaint or remonstrance, which seems to have been despotically denied by the superintendent, and was characterized by him as "offensive." Upon this, it is only to remark that such autocratic doctrine does not harmonize with the American idea.

The failure of this strike justified remarks on the position assumed by the Brotherhood, whose policy had hitherto been one of remonstrance and arbitration in preference to extreme measures. In this case, the Brotherhood justified the men's complaint, and endeavored to maintain their rights, but were unable to do so. It was their first case of failure. It is scarcely worth while to enlarge on the topic or to inquire into the reasons for non-success. There were enough men qualified or unqualified ready and willing to take the strikers' places, and as no accident happened, the public had no worse ground of complaint than delays and irregularity of service for a few days.

FILE MAKERS.

Three strikes reported, all successful; 57 engaged, 1 lost position; loss of wages amounted to \$5,768; gain in annual wages, \$2,418; loss to employers, \$1,200; duration, 96 days; 1 settled by conciliation, 1 by conciliation with union.

No. 999. This strike, in a file maker's shop in Brooklyn, was for an advance of wages. The employer stood out for thirteen weeks and then granted the demand. The same battle was fought last year, as shown by the Bureau report. It was then unsuccessful.

FIRE EXTINGUISHER MAKERS.

One strike, successful; 22 persons engaged in strike; loss in wages, \$250; estimated yearly gain, \$2,730; settled by conciliation with employés.

FIREMEN.

Two strikes reported, both unsuccessful; number engaged, 90, who all lost positions; loss of wages, \$945.

FLOUR-MILL HANDS.

One strike reported, unsuccessful; 25 engaged in strike, who lost positions, and lost in wages \$275; loss to employers, \$5,000. Cause of strike, refusal to handle non-union coal.

This was a strike in New York city to assist, and was against the use of the "scab" coal. No demands were made by the employés, who had no grievance of their own. The firm offered to take them back as a body, also as individuals; but in their loyalty to the cause the strikers refused all compromise. Eventually most of them lost their places, and the firm elected to employ non-unionists.

No. 9. The employer remarks: "The men who went out had no personal grievances; on the contrary, expressed themselves as satisfied with their positions and treatment, giving as one reason for striking their fear of bodily injury. Quite a large proportion of them have sought to be reinstated, but, their places being filled, there was no room for them with us."

FURNITURE WORKERS.

In this trade there have been a few disagreements, not involving important consequences, and easily settled. A large proportion of foreigners is employed in the trade; there is also a great amount of machine work. One large and well-known house was subjected to an attack of boycott at the instance of a couple of discontented employés, who were members of D. A. 49. It did not appear that No. 49 indorsed the boycott, for the circulars issued do not bear the official seal or imprint. The firm adroitly turned the attempt at boycott into a chance for advertising.

Thirteen strikes reported; 2 successful, 3 compromised, 8 unsuccessful; 208 workers engaged, of whom 41 lost positions; loss of wages, \$2,959.50; loss to union, \$1,559; estimated annual gain \$2,610; loss to employers, \$5,000. Causes of strikes and other details are as follows:

Reduction of hours, 3; duration, one 9 and one 6 days; number engaged, 44; loss of wages, \$40.50, in one establishment; cost to organization, \$96; results, 1 compromised and 2 unsuccessful.

Objectionable rules, duration 6 days; unsuccessful.

Increase of wages, 2; duration, one 9 and one 7 days; number engaged, 68; loss in wages, \$330; 1 successful, and 1 conciliation with union.

Increase of wages and reduction of hours, 3; duration, one 12 days, and one 14 days; number engaged, 41; 1 compromised; 1 successful, by conciliation with union; 1 unsuccessful.

To assist varnishers, 1; 4 engaged; unsuccessful.

Employment of non-union men, 1; unsuccessful.

Opposed to piece work, 1; duration, 6 days; number engaged, 9; unsuccessful; loss in wages, \$135; loss to union, \$54.

Boycotts, 1; for increase of power; result doubtful; 1 to assist varnishers, doubtful.

To other questions, no answers.

No. 1211 $\frac{1}{2}$. Employer says: "We find that the demand for equal pay irrespective of justification of employé tends to dispel ambition in the abler men, increases cost of production. Consequently necessitates provision in estimates and consequent diversion of trade (principally to other towns where manufacturing facilities are cheaper and labor troubles are of less extent.) This was the third demand of my men within one year and our men are to-day receiving more pay for fifty-three hours than a year ago for fifty-nine. Considering the unequal pay mechanics of the same trade receive at various places their continual demand tends to demoralize industry, and must in the long run cause great loss to both employer and employé."

No. 1211. Employers say: "We are against the equalizing of the wages of competent and incompetent men. We are in favor of having an unprejudiced board of arbitration to settle both wages and disputes."

No. 964. Employer remarks: "The general result is as follows: I find that the reduction of hours has put my business in very poor shape. I can't make it pay. I make fine furniture, all by hand, and the principal expense is the labor. I have paid the last six months

\$13,000 for labor and in 1886 the same months I paid \$11,000, and the amount of sales did not vary over \$500, so the loss comes out of the boss's pocket. I cannot get \$1 more for my work, as the competition with factory work is too great. The result will be that fine handwork will be driven out of the market. In the factories men work 10 hours and in hand shops they work 9 hours. I employ about 25 hands. The loss of time amounts per week to \$37.50, besides the loss of making so much less work while having the same expenses."

FURRIERS.

Two strikes reported; 1 successful and 1 unsuccessful; number engaged, 25, of whom 2 lost positions; loss in wages to strikers, \$900. Cause of strikes and details:

Use of machinery and boy, 1; duration, 12 days; number engaged, 25; loss in wages, \$900; unsuccessful. One refusal to recognize Union rules, successful. To other questions no replies.

GAS-FIXTURE MAKERS.

One strike reported; unsuccessful; 500 men engaged. Cause, non-payment of wages.

GLASS WORKERS.

Last summer the executive committee of the Druggists' Ware Glassworkers' League held a meeting at Atlantic City, N. J., and adopted as their scale of wages for the blast from September, 1886, to July, 1887, the scale adopted some few years previous less 10 per cent., the same as was employed in 1885 and 1886. This was submitted to the Manufacturers' Association, and ultimately it was reduced and settled at 15 per cent. below the scale, with the right to the employers to employ 2 apprentices to each furnace. Journeymen's earnings are unusually good, and it is said they make \$5 to \$9 a day, particularly as there is no machine process to supersede the human worker. It is hardly true, however, that any workman gets \$9 clear continuously for a regular day's work. By the Bureau returns \$4.50 seems about the best regular wages. The men assert that there are 37 furnaces and 1,400 journeymen, of which 300 are out of work under trade allowance. Two apprentices to each furnace are too many for the demand. Much time is lost in the course of a year; indeed, there is an entire suspension of work for several months during the summer.

The true meaning of the strike was not wages, which, measured by those in other trades, seemed extraordinarily high, but the apprentice clause was the issue.

The master manufacturers held a meeting, December 3, 1886, at Philadelphia, and passed resolutions condemning the action of the employés in breaking their contract, and particularly their action in allowing apprentices to vote on the trade questions, and finally pledging themselves to stand out and resist the strike and to stand by their previous contract.

In the same week a meeting of glass blowers employés took place in Glassboro, N. J., at which a new society was formed, and it was decided to close several charters. The action of the strikers was condemned, and they determined to adhere to the old agreement of 60 cents less 15 per cent. off and 2 apprentices to a furnace. Another meeting of the men took place at Camden, N. J., at which it was decided to cut loose from D. A. 49. The president of this new organization was the delegate whose place had been filled by the man who had charge of the strike.

The strike was practically ended by the secessions. The several shops fell into the rank and peace reigned.

In the summer of 1886 the usual lock-out took place for repairs.

Thirteen strike cases reported; 3 successful; 5 compromised; 5 unsuccessful; 595 engaged in strike, of whom 88 lost positions; loss of wages, \$90,224.90; loss by union, \$270; loss by employers, \$17,100. Causes of strike, mode of settlement and other details are as follows:

Number of apprentices, 2; duration, one, 39 days, and one, 153 days; numbers engaged, 97; loss to employers in one case, \$10,000; loss of wages in one case, \$30,000; in other, \$34,020. (The heavy losses in wages are due to the fact that the cessation of work by a comparatively small number threw all the rest of the employés out of work.) Cost to organization, \$270; both strikes unsuccessful.

Number of apprentices and increase of wages, 5; duration, one 26 days, one 33 days, one 32 days, one 14 days; one not given, and numbers engaged, 244; loss to employers in one case, \$5,000; losses of wages, one \$7,777.90, one \$4,500, one \$10,000 and one \$1,027. Results — 3 compromised — by conciliation and conciliation with labor organization; 2 unsuccessful.

Number of apprentices and reduction of wages; duration, 6 days; number engaged, 14; loss to employers, \$2,000; loss in wages, \$800; compromised by conciliation with labor organization.

Employment of non-union men, 1; duration, $\frac{1}{2}$ day; number engaged, 30; successful, by conciliation with labor organization.

Increase of wages (boys), 1; duration, 9 days; number engaged, 40; loss to employers, \$100; loss in wages, \$300; unsuccessful.

Discharge of employé, duration, 9 days; number engaged, 50; loss in wages, \$1,000; successful.

Increase of wages, 1; duration, 26 days; number engaged, 80; compromised with employer.

Refusal to handle non-union material, 1; duration, 4 days; number engaged, 40; successful; settled by conciliation with labor organization.

One boycott reported, no result. To all other questions, no answers.

No. 19. A Binghamton employer remarks: "Our case is so peculiar it seems impossible to answer it on two lines. First, our men struck for increase of 5 per cent. in wages (which they had conceded on October 20), and no apprentices to be taken this year. We waited for them to settle down to something until December 15, 1886, when we opened up and offered work to any and all of our old hands, but as none of them returned we filled up with new people, not members of any organization. We are unable to give approximate figures, as some of our men got employment elsewhere, and some are still out of work. Our business is dependent on so many contingencies, such as broken pots, poor glass, breakage, etc., that it is impossible to make any special estimate, at least we have always taken the general result at the yearly settlement, without any effort at estimating during the year."

"In connection with the accompanying report, and the invitation therein contained to make such suggestions as may seem wise and proper to embody in legislation affecting the relationship of capital and labor, I beg to say that I have no faith legislating friendly relations into existence between man and man.

"My experience has been, and it is more than doubly verified by the personal experience I have lately gone through with, that a large majority of the strikes engaged in occur wholly *through ignorance*. There is a law higher than that of man. 'In the sweat of thy brow shalt thou eat bread,' but our workingmen themselves, exponents of it, are not educated up to the point of discrimination apparently necessary to a contented mind. They interpret it literally, and are seemingly unwilling to accord an equal share to the man of brains, who by forethought and prudence keeps their muscles at work, and they are easily led into the belief that they have grievances, or will have, as was our case. The men were striking to enforce the prohibi-

tion of apprentices, whose multiplicity might in a few years reduce their wages.

"You cannot legislate a man to work if he won't work, and I am unable to devise any scheme to put a fair share of common sense into anyone who lacks it.

"It cannot be denied that much cause for complaint exists in and among our industrial classes, but it is due chiefly to overdoing, and that principally in large centers of production, with a view of alleviating that distress consequent upon the driving demands of competition, I have thought it would be wise for the government, that is to say the National government, to establish a bureau, who will, as at present, inquire into the condition of immigrants arriving here, and return those incapable of supporting themselves; I would further suggest that such bureau receive reports and information from all parts of the country relative to the demands for labor, and that they direct hither such laborers as have no opening or no knowledge of where to locate; in this connection it would be wise to so modify the present law relative to the making of contracts abroad, as to allow skilled mechanics to secure work here before leaving the other side."

No. 16. Employer remarks: "It is an established custom in our trade for factories to close in July and August on account of the heat, and it being suitable time to rebuild furnaces and make necessary repairs. This has been enforced by the journeymen's league, with the concurrence of the most thoughtful manufacturers. In the summer of 1886, the 'Blowers' league passed a resolution that they would not allow any apprentices for the year beginning September 1, and ending June 30, 1887, and requiring the same wages as last year. We would not hire on those terms; demanded ten per cent. reduction, and that they withdraw rule about apprentices. We had a committee conferring for some two months, and in October reached a compromise; and with most manufacturers, contract for year was in writing. We have always considered that the strike in December was treacherous and ill-considered, and it would have been fatal to prosperity in our trade if we had submitted to having terms altered during blast. Cannot suggest legislation."

No. 21. Employer remarks: "We always lay idle during July and August, and have been in the habit of taking two apprentices to each furnace, we having three last September. When we were ready to start, our blowers said they could not go to work if we took any apprentices. November 18, they told us they would stop work unless we put off the apprentices. This we did not do, and they all quit (52 blowers). These kept 191 others at work. These 191

had to be stopped also, but were satisfied, and wanted to work. January 1, 26 blowers went to work, being satisfied they were wrong. The balance are still out."

No. 1100. Employer remarks: "The association of manufacturers does not have any direction of our labor affairs. For some years we submitted to the dictation of the labor unions, and the result was a loss. We decided to employ only non-union men, and the results are more satisfactory, not only to us but to our employés. We were told by the boys after the strike that they had been satisfied with their treatment and wages, and would not have gone out had they not been 'bullied into it.' The fellows who have run away were the ones who started the movement."

No. 161. Union remarks: "The strike at this factory was the greatest strike that ever occurred in the glass-cutting branch. The men, who at that time, September 20, 1886, belonged to the Knights of Labor, complained of the large number of boys employed as apprentices, and requested that the firm adhere more closely to the custom of the trade. One boy to every five men was the rule in union shops. The firm replied by putting on six more boys. The men having received no satisfactory reply, sent a deputation from the Knights of Labor consisting of one of their own men and two prominent citizens, to remonstrate with the firm. The firm refused to see the deputation, and promptly dismissed four of the principal workmen. As soon as this was done, all the rest of the men walked out of the factory. They were given to understand that they would have to give up the Knights of Labor Assembly. On the following day the proprietor sent a box of work to be cut to another factory. The men refused to do it, and struck. After being out four days the latter firm agreed that their men would not be required to do this work. The men at the second factory at once returned to work. The work-people of the first establishment were out till March, 1887, when a conference was arranged between a committee representing the men and the proprietor, whereat the firm agreed to recognize the men's rights to belong to any organization they thought fit. Then the firm agreed to take all the locked-out men back as fast as work could be obtained. The men on their part gave up this demand about the boys. Two things are noticeable in this strike, namely: the men were (with two or three exceptions) black-listed all over the country, and the next was the persistent refusal of the firm to recognize outsiders. 'No outside interference,' was their cry. The men now belong to the American Flint Glass Workers' Union. The present relations between employer and employed is very good. The lock-out taught both parties a lesson."

No. 1866. This was a sympathetic strike. A box of work was sent, by a firm whose men were on strike, to another house. The employés of the latter refused to do it and upon the firm insisting upon it being done, the men struck. After being out four days the firm agreed not to require their men to do the work. The men who were locked out argued that they might just as well go over to the first factory on strike and do the work as do it in the shop where they worked. The employer argued that the men were paid for their work, and had no right to inquire whose work it was. The men argued that this proposition was true in 999 cases, but this one was the exception. The firm, however, did the work for the firm whose men first went on strike without the men employed in the second one knowing it. The strikers say that the firm represented that they had obtained the work from the first firm's customers. The men say this is untrue.

They also allege that as soon as the strike occurred the names of all the men were sent to all of the other firms, with a request not to employ them.

GOLD BEATERS.

Two strikes reported, 1 successful and 1 unsuccessful; number engaged, 62, of whom 4 lost positions; loss in wages, \$430.

Cause of strike in both cases, refusal to recognize union rules; 1, duration 12 days; 4 engaged; loss of wages, \$55; unsuccessful. Other case, duration 2 days; number engaged, 58; loss in wages, \$375; successful, by conciliation with labor organization.

GRAIN HANDLERS.

Four strikes reported, all unsuccessful; number of persons engaged, 267, of whom 182 lost places; loss in wages by strikers, \$16,262; loss to employers, \$800.

Cause of strike, 3 cases, refusal to handle boycotted freight; duration, one, 14 days; number engaged, 15; loss to employés, \$400; to employers, \$60; one, 18 days; number engaged, 150; loss in wages, \$14,600; one, 20 days; number engaged, 75; one, refusal to handle coal; duration, 27 days; number engaged, 27; loss to employers, \$400; loss in wages, \$1,600.

GRAVE DIGGERS.

Three cases of strike reported, unsuccessful; 65 engaged in strike, one of whom lost position; loss in wages, \$195.80. Two were for increase of wages; unsuccessful; and one for employment of objectionable men; lasted 3 days; 20 engaged; loss in wages, \$195.80. To other questions, no answers.

HARNESS MAKERS.

One strike was reported; unsuccessful; lasted 7 days; engaged in strike, 9, who all lost positions.

HAT AND CAP MAKERS.

Three strikes reported; unsuccessful; 134 employés were engaged, of whom 10 lost positions; amount of wages lost, \$6,677.40; with loss to union, \$400.

Cause of strike, 1, discharge of union men; lasted 39 days; 70 engaged; loss in wages, \$3,600; loss to union, \$400.

Increase of wages, 1; lasted 30 days; 46 engaged; loss of wages, \$3,077.40.

Refusal to recognize union rules; 18 engaged. To other questions, no answers.

No. 26. This was a strike for an increase in wages; the employer remarks: "In our opinion the less legislation the better. The largest liberty should be given both employer and employé to make contracts or fix the price of labor free from coercion from any source. The only legislation required is the regulation of the employment of children and safeguards for protection of life and limb of employés."

HORSESHOERS.

Sixty-four strikes were reported in this trade, 48 of which were successful, 2 compromised and 14 unsuccessful; number engaged in strikes, 181; 16 lost places; amount lost in wages, \$2,311.51; expended by union, \$706.40; estimated yearly gain in wages, \$11,968; loss to employers, \$2,740. The great majority of cases are made up of small shops, with one, two or three men, and the returns are very loose and imperfect in details.

Of the 64 strikes, 62 were for increase of wages, with 103 men engaged; in one case the duration was 26 days, one 14, two 12 days, one 8, two 9, two 7, one $\frac{1}{2}$ day, three 1 day; loss to employers in 22 cases, \$2,740; loss of wages, \$1,926.51; cost to organizations, \$706.40; result successful.

Contract work led to 1 strike of 75 men; successful; loss of wages, \$385. To other questions there were no answers.

Boycotts, 26 were reported, 19 of which lasted 2 weeks. For reduction of hours, 1 strike; engaged, 3; successful.

No. 477. Employers, horseshoers, remark: "The condition of the horseshoeing trade in this city, in regard to getting a fair living

price for your work, is such that an employer could not honestly concede to the demands of the journeymen, unless they would show to me that each and every employer in the trade is paying what they demand. The rate of wages and hours they demand is as much as when the average price we received for shoeing a horse was \$3, whereas the average price we now receive is less than \$2, and the wages we pay are from \$2.50 to \$3 per day."

No. 490. Employer remarks: "Being a woman, you can readily perceive I am at some disadvantage in carrying on my business, which was left to me by my husband. I have a foreman that was with him during his life, and I have been able to keep him along, as I have always given him the very highest wages going. In other respects I am governed by the regulations of the association to which my foreman belongs."

No. 506. Employer remarks: "Any shop that has plenty of work, such as ten horses a day for two men, should pay the wages. In small shops, where they shoe five, six or seven horses, \$2.50 and \$2, accordingly. Some small shops can't pay the wages."

No. 515. Employer remarks: "On April 1, 1887, the journeymen sent a committee on arbitration with power to act. On April 20, everything was satisfactorily settled. They wanted the bosses to employ nothing but union men, and that was agreed to, and the journeymen in return were to work for only union bosses, and their committee had never been seen since. On May 2 every journeymen had with him an agreement to be signed by his boss. Some of the bosses thought the committee had met Sunday, that is, the day before, May 1, and signed the paper. The whole trouble is they broke faith with us and that caused the lock-out May 5."

No. 533. Employer remarks: "I am willing to agree to the demands of the journeymen providing they can show me where I can get a proportionate increase of money for my work, for I consider at present I am paying all the wages the business warrants."

No. 535. Employer remarks: "Cause of the strike was because the employers would not sign a circular to employ nothing but union men, which previously we would not do—that is, any of us belonging to the union of employers. The journeymen said that they would work for whom they pleased and they would compel us to hire nothing but union journeymen. We, the employers, were satisfied to give the increase of wages but would not sign the circular. The strike lasted 3 weeks, until the arbitration committee of D. A. 49, Knights of Labor, and our committee met, and our committee told the Knights of Labor to declare the strike off or we would hire

non-union men, which some of us had to do during the strike. The consequence was the men went to work where they could get it."

No. 562. Employer remarks: "I have no fault to find with hours or wages. Most any good experienced hand can earn his wages at this business. The trouble in this city is in the shops that give to *stablemen and coachmen* what they ought to use to pay their help."

No. 1433. Employer remarks: "We were contractors of horseshoeing. The master workman of District No. 75, car employés, has decreed that we should die because he so desires it. We had no disagreement with our men, but under his direction they voted in *Horseshoers' Union* that no member should work for us and no man should be allowed to take their vacant places. We, therefore, by permission of the Horse Railroad Company for whom we worked, retired. They worked for us on an average of seven hours. They now work ten. It is the first instance of men striking for longer hours and more rigid rules."

NEW YORK CITY.

A large horseshoe company has been reported as working contracts with the leading horse owners for the shoeing. Contracts are everywhere condemned by the friends and advocates of labor as a pernicious and most objectionable system, tending to reduce wages and enslave labor. In September last the horseshoers of New York remonstrated and threatened that they would tie up the surface railroads if the contract system was adopted. They interviewed the superintendent of the company, who in turn represented to the railroad managers that he could not carry his contracts into effect. It does not seem that any actual injury had been sustained by the workingmen, but it was an instance of wise prevision in which the proverbial ounce of prevention was better than the pound of cure.

BROOKLYN.

Last year the horseshoers of Brooklyn considered that they were under-paid and over-worked and that the time had come for a change. It is not a trade in which capitalists are usually concerned, although there are a few exceptions, as in the case of railroad or carrying companies, and one well-known company trading on a patent shoe. Most of the employers are themselves workmen. In May last the men organized and drew up a schedule of "wages — \$3.50, \$3.25 and \$3 a day, according to the class of work. Ten hours a day with 8 on Saturday; number of horses for a day's work to be fixed with employer." A meeting between

bosses and workmen took place when the bosses refused as one man. Then the men struck, but thinking it over, however, some bosses had a conference and made terms separately. This excited the others and a meeting was held at which the bosses who had settled with their men explained and offered to withdraw their consents. The main ground of difference among the bosses was as to the hours of work, with the right to engage such men as they pleased without being obliged to go to the union for help. The bosses then invited the men to a conference; the men did not come; thereupon the bosses decided on a lock-out. The men, on the other hand, assert that the real cause of the non-settlement was that the bosses expected the men not to work for men who did not belong to the Bosses' Union, which the men declined to do, as it was none of their business to help build up the bosses' organization.

Eventually the whole question seems to have lapsed. The two associations having been unable to come to terms on the controverted non-union point, negotiations were ended. The Vulcans (the men's union) declared a general strike and things drifted along except that the value of wages was established as demanded by the men, while on the other hand the employers hired whom they pleased. A few of the men started coöperative shops.

In November it is understood, though the fact has not been officially reported to this Bureau, that the employers have conceded the outstanding point of employing only union men. In reality this may have come to pass from the circumstance that the workmen are unionists, and that in the state of trade, outsiders have no show.

ICE HANDLERS.

Twelve strikes reported; 6 successful, 2 compromised and 4 unsuccessful; 933 workmen engaged, 24 of whom lost positions; \$200 were lost in wages; estimated annual gain in wages, \$2,105; loss to employers, \$3,000. Cause, increase of wages; duration, 1, 20 days; 300 engaged; eleven, $\frac{1}{2}$ day each; number engaged, 300, 150, 65, 47, 25, 25, 8, 7 and 6.

IRON WORKERS.

Trouble in the iron-founding trade is not an affair of yesterday. There have been for some time differences between employers and employés as to the molders' helpers and as to the apprentices, the workmen naturally objecting to an excess of learners as tending to

break down wages. This difference of opinion led to trade quarrels, strikes and lock-outs. Eventually the employers, in order to meet the workmen, determined on organizing a National Defense Association, so that by hanging together they might not be taken in detail, and in that way they would by joint action be able to make headway against the simultaneous action of the workmen when dissatisfied.

One way to help each other in emergency would be to use each other's patterns on terms of reciprocity, either paying royalty or on such other agreement as might be satisfactory. At any rate, the employers were united. Thus the iron trade is organized on both sides. There has been for some time a sharp contest between the organizations, productive of no little bitterness and of serious importance to business interests.

Last year a St. Louis firm had a wages trouble with their employes. The men demanded 15 per cent. advance; the firm refused the 15 per cent., but offered 10 per cent. at a deferred date. The men consented to 10 per cent. if given then and there. The firm then offered 5 per cent. down and 5 per cent. at a deferred date if business should justify the increase. The men thought this looked like a shuffle, broke off the negotiations in high dudgeon, and declared a strike, adhering to their first demand. This, at all events, is believed to be the fount and origin of the trouble of 1887.

The firm now threw themselves on the sympathies of the Manufacturers' Association, and asked for aid and comfort. The manufacturers held an important meeting at Rochester. A number of leading men were present. They seemed to have felt that there had to be a struggle sooner or later, and this was as good a time and as good a cause as any. Trade, though fair, was not booming, they could afford to take some chance, and they decided to sustain the St. Louis firm. The association is widely extended; the first step was to district the territory; the whole country was divided into four districts; New York, Philadelphia and Boston are in the first district. It was settled that manufacturers in the several districts should order up the objectionable patterns, whereupon if the men refused to work the result would be either a strike or a lock-out. This was a war of mutual destruction, but it would test the powers of both parties. The molders of Troy and Albany are a numerous and well-fixed body of men, but they had a heavy con-

test in 1885-6 and their treasury then underwent serious depletion. If the manufacturers persisted in sustaining the St. Louis firm, it was clearly foreseen that a general strike must ensue with consequent inability of organizations to assist each other; perhaps this was the object in view.

It is said to be a fundamental point of doctrine with the Knights of Labor that they shall not countenance or promote strikes. Nevertheless in many instances, particularly the longshoremen's, strikes are sanctioned and promoted in the most comprehensive way. In the case of the St. Louis stove molders the Knights reached a somewhat strained conclusion that the break was not a strike, but a lock-out. The men having demanded an advance which was refused it was argued that the refusal was tantamount to a lock-out by employers and was not a strike by employés.

It was suggested by some Knights of Labor that in the event of the patterns coming east it would be well for the Knights of Labor molders to go to work on them pending investigation of the dispute by the chiefs of the order. Trades unionists, pure and simple, on the other hand were determined on sustaining the action of the molders and on resisting the introduction of the patterns into eastern shops. Trades unionists and Knights of Labor are not only different in organization but differ vitally in principles, and while all laborers are morally bound to help each other, bodies differing in principles can scarcely merge their individuality in general action without some compromise of convictions.

The last week in April some of the St. Louis patterns arrived in Albany and Troy. The local trades unions felt the awkwardness of their undertaking hostile action in support of a far off Knight of Labor contest, especially as it was not yet sanctioned by the order. The trouble, as in other cases, was likely to be aggravated by its effect on related trades, although it originated in one branch of the iron industry. In a well-known foundry the principals received the patterns, but "they were not just then in want of stock so were not manufacturing." This evasion enabled the firm to avoid a quarrel with their men, even if there should be a temporary suppression of general work; but then it was a good time to look to repairs and cleaning up.

In a few factories where patterns had been received they were put in sand preparatory to casting, but it was a matter in which there was no hurry. Many employés took alarm and stayed away,

as it were, by common consent, for there was no notice. This gave the chance to some employers, who closed up until further notice. In many shops there was notoriously a superabundant stock on hand. A shut-down, if it could be done quietly and without making trouble, would be a relief. Here was a chance.

The strike and lock-out arising from this St. Louis labor trouble, ran its course throughout the country until the end of May, when the St. Louis firm kindly notified the trade to send back their patterns, as the trouble between the firm and their men was ended. One explanation of this change of front was that the firm referred to were said to have had a shop full of apprentices and helpers at work, that they had got a lot of made-up material, and that the original strikers saw they had put themselves in a trap, and so made the best terms they could.

The moral of this whole movement seems to have been that there is a chronic fight always between the east and west as to cost of production; that St. Louis is very active in the matter, and that the eastern men were this time caught in a trap to keep down production, while the westerners had the advantage of lower wages. Altogether the conflict between unionists and Knights of Labor turned to the advantage of the St. Louis firm, for whose support the trouble had been started, and who got out of it with an increased stock of goods made at bottom prices, while all their friends and allies had been lying idle in support of their cause.

Some doubt is suggested as to the expediency of a general strike over so widely extended an area, in which individual interests must of necessity be divergent, a condition to which may be added the almost impossibility of reconciling diverse local interests with unity of action.

It also seems that the trade interests of the whole country were imperiled by the action of one single shop toward a few of its men, in which serious wrong had been done, and no great principle had been involved, nothing more than a demand for better wages.

In inquiring into this lock-out and its conditions, the statement has been more than once made that the main purpose of the National Defense Association was intended to head off and crush the Iron Molders' Union.

In June last a strike of stove-mounters, against the employment of apprentices, occurred in the shop of a leading firm in Albany. A strike in the same shop had occurred in 1885, and in the terms

of settlement it was stipulated that the firm should take on whatever number of apprentices it saw fit. The number of apprentices at the beginning of the year was 120. There were none of them indentured, but were put on to learn the trade. It was an open act by the firm. The men claimed that one young man to eight journeymen was enough. The question was satisfactorily settled through an arbitration committee.

Thirty-two strikes are reported, of which 7 were successful, 5 compromised and 20 unsuccessful; number of striking employés, 2,366, of whom 169 lost positions; \$147,837 was the loss in wages; loss to union was \$672; the estimated annual gain in wages was \$60,037; loss to employers, \$9,660. Causes of strikes and other details are as follows:

Obnoxious foreman, 1; compromised by conciliation with labor organization; duration, 12 days; number engaged, 62; lost positions, 56; loss of wages, \$1,800.

Refusal to recognize K. of L. rules, 4; 1, duration 3 days; number engaged, 56, who lost positions; loss of wages, \$1,620; cost to organization, \$600; unsuccessful; 1, duration 3 days; number engaged, 32; cost to employers, \$100; loss in wages, \$2,125; unsuccessful; 1, duration 15 days; 40 engaged; loss to employer, \$1,000; loss in wages, \$7,800; unsuccessful; one, 37 engaged; loss in wages, \$610.50; compromised with labor organization.

Increase of wages, 2; 1, duration 26 days; 30 engaged; loss of wages, \$2,000; successful; 1, duration 12 days; 40 engaged; loss in wages, \$1,100; successful.

Refusal to handle boycotted patterns, 17 strikes; one, duration, 26 days; 38 engaged; loss in wages, \$2,400; unsuccessful; three, lasting 18 days; engaged, 85; successful; one, 4 days; 15 engaged; loss in wages, \$310; compromised; one, for 35 days; 110 engaged; unsuccessful; one, for 35 days; 134 engaged; loss in wages, \$4,000; unsuccessful; one, for 26 days; 37 engaged; loss to employers, \$560; loss in wages, \$6,000; unsuccessful; four, for 36 days; 600 engaged; loss in wages, \$9,600; unsuccessful (union reports loss \$37,000); one, for 30 days; 311 engaged; loss in wages, \$26,124; unsuccessful; one, for 12 days; 190 engaged; loss in wages, \$4,575; unsuccessful; one, for 1 day; 20 engaged; loss of wages, \$55; unsuccessful; one, 10 engaged; unsuccessful; one for 30 days; 95 engaged; loss in wages, \$25,000; unsuccessful.

Discharge of employés, 1; 38 engaged; loss to employer, \$8,000; loss of wages, \$16,500; unsuccessful.

Increase of wages, reduction of hours, Saturday, 1; duration, 4 days; 40 engaged; loss in wages, \$400; compromised.

To assist machinists, 1; duration, 34 days; 123 engaged; loss in wages, \$9,520; unsuccessful.

Increase of wages and number of apprentices, 1; duration, 26 days; number engaged, 160; loss in wages, \$25,000; compromised.

Employment of non-union men, 1; duration, 2 days; 25 engaged; loss in wages, \$107.50; successful.

Equalization of wages, 1; duration, 3 days; number engaged, 24; loss in wages, \$240; cost to organization, \$72.

Reduction of hours, 1; duration, 5 days; engaged, 14; loss in wages, \$150; unsuccessful.

Boycotts, 2; unsuccessful. To all other questions, no replies.

No. 278. Employer remarks: "Before our men joined the Knights of Labor, we informed them we did not want any man in our employ who could not at all times speak and act for himself. We come in daily contact with each man, and wish to deal with him on his own merits. We never discharged a man, or varied his wages because he was a Knight of Labor. On February 21, 1887, a cigar maker, six saloon keepers and another man, none of whom ever worked for us, as a committee from assembly Knights of Labor, came to our office asking reasons of discharge of a man by us on (previous) Saturday. On being informed we did not recognize the right of outside parties to inquire into our business, they intimated it might make us trouble. We decided to suspend work for a day or two to have a chance to talk with our men. Our Mr. ——— being confined to his house sick, we expected to talk with the men there. They sent word they were not at liberty to talk with us; all communications must be through the assembly Knights of Labor. We commenced work next morning with non-union men and engaged all we wanted before the former workmen were at liberty to talk with us. We are working with *free* men and propose to do so long as we continue business."

No. 961. Employer remarks: "In connection with the circular of demands made upon us by the executive board of foundrymen, a copy of which is inclosed, we made the following concessions and refusals:

"Demand second, third, fourth, fifth, sixth and seventh complied with.

"Demand eighth we set the price at \$2.25 per day.

"We required nine hours work on Saturday, from 7 A. M. to 5 P. M., which they complied with.

"The right of the delegate to enter the shop at any time was refused, unless he first had permission from the office.

"We required that no man should interfere with any workman as to what amount of work per day should be performed, whether on piece-work or while working by the day. This requirement was not granted.

"Clauses not noticed above were ignored in our settlement of differences, excepting that for over-time, which was acceded to."

[Copy referred to.]

"To whom it may concern:

"We, the foundrymen and workers in your employ, request your compliance with the following conditions: We do not ask for a rise in wages except for the helpers, as we do not consider that they receive living wages. We are more desirous of a regulation of wages than of any other demands, as it would put the employés on a more equal footing with each other. We wish your coöperation in that respect:

"First. All molders, under \$. . . per day, to receive . . . per cent. advance.

"Second. Journeymen molders, minimum pay, \$2.75; \$. . . above that to be maintained.

"Third. Bench molders, minimum pay, \$2.50; above that, to be maintained.

"Fourth. Core-makers, minimum pay, \$2.25; above that, to be maintained.

"Fifth. Helpers, minimum pay, \$1.75; above that, to be maintained.

"Sixth. Chippers, minimum pay, \$2.25; above that, to be maintained.

"Seventh. Melters, minimum pay, \$2.50; above that to be maintained.

"Eighth. Foundry carpenters, minimum pay, \$. . . ; above that, to be maintained.

"This also to apply to any man or men you may employ in like capacity in the future.

"Also, 10 hours shall constitute a day's work for 5 days in the week, viz.: Between the hours of 7 A. M. and 6 P. M., and 8 hours on Saturday, between the hours of 7 A. M. and 4 P. M.

"Over-time to be paid to all aforesaid for the 2 hours preceding and following above said time, at the rate of one-half hour for every twenty minutes until 8 o'clock. After 8 o'clock, Sundays and holidays, double time must be paid.

"Request that all work done, so much for day and half of day and extra, be abolished. Also request you to pay your employés on Saturday.

"Jobbing and machinery work done by the piece, to be abolished. The right of the delegate to enter the shop at any time.

Respectfully submitted.

EXECUTIVE BOARD OF FOUNDRYMEN.

"In relation to clauses Nos. 33 to 37 in your list of inquiries, we beg leave to set forth the following facts: It would be impossible for us to compute any loss we might be at on account of the stoppage of work in our shop, as we were under no written or obligatory contracts with our customers which could not be abrogated at any time, as we and our customers were apprehensive of trouble with our help, and therefore did not feel safe in making any binding contracts. Some of our customers took their work away and gave it to foundries in other States, and we were compelled ourselves to send work out of town to be made, which work, after the new schedule of prices was agreed upon, we found we could get made there cheaper than we could manufacture it in our own shop; and we still continue to have the work made there as a matter of economy and profit. This condition is not unusual with other foundries and many machinists and other manufacturers who use castings have become acquainted with the fact that castings can be obtained in sections where the rule of the Knights of Labor does not exist, cheaper than where the exorbitant rates of the organization are maintained.

"The Knights of Labor would not allow members of other organizations to work in our shop."

No. 901. Employer sends the following:

To the Stove Trade: Spring Circular—Fresh.

A year ago we expressed our "affection" for the "Knights of Labor;" since then, like David and Jonathan, we have met in divers places to talk over our common enemy—the old Saul of mistrust and misunderstanding.

A "union" workman, of any kind, is nothing if not aggressive; physical force, injustice and oppression are the corner-stones of "Knights of Labor" unions, and, strange to say, they bear heaviest on the workingman himself. This is the strangest part of it.

The whole thing is sadly mixed. Probably not one in ten will believe that employers have the good of the workingman at heart, in any degree, or even care for their welfare; and yet the writer has just given \$75, and only a short time since gave \$50, to help these very people, and on the day we write gave \$25 more to help build a home for working girls—"Knights of Labor" too—and many of our best people here, who feel as we do, have given a great deal more than this to help God's children, our brothers and sisters, "Knights of Labor."

It is a solid fact that we are better friends to the working people than they are to each other. Many look upon wages paid as a matter of

generosity, and not as a matter of business. There is no way on earth of forcing wages. Supply and demand govern the matter entirely. It is true you can play the highway robber, and force things for the time being; and such tactics will last till the other party can grind his teeth, key up his nerves, and make ready for a fight. But is this the state of existence to get people into? Will it pay either party? Labor organizations should look to permanency, to moral and legal force. Physical or brute force will never do in this age of level-headedness; and yet what is it but brute force that impels men to combine, paying a dollar or so into a common treasury, and after getting into the "club," say two-thirds of the workingmen of the place, put the price up to \$25 or \$50? They say to all outsiders: "We are the workmen of this place; you shall not work with us unless you join us, and our price of admission is so large as to shut you out; you can starve for all we care." To show you that this is not overdrawn, a Knight of Labor testified, February 12, 1887, before our legislative committee, that he had known the entrance fee to be thus raised to \$10, \$20 or \$50, and even as high as \$200, when so large a sum was needed to keep the others out. This is philanthropy and help to the workingman with a "vengeance." But, after all, it is all fair in itself, if no brute force be used. But it is comical and ridiculous for these men to "pose" as "friends of the workingman," and that *they*, these dictators, are the "oppressed," and that "bloated capital" only is the oppressor. A little less of the Pharisee, if you please, and a little more of the man of Galilee.

But we rather like the "boys" after all, for any line of action is apt to be better than inaction—better than dull indifference; because the evils will grow less and less as the "boys" grow older. The more they talk the more they will become educated; the more they act the better their action will grow—we will have less *walking* and more *working* delegates.

We have faith in humanity; a Knight of Labor may yet be a "knight of honor." But the spirit of the Sermon on the Mount will have to take the place of the spirit of the still and of the malt-house; but it's coming, for "a man's a man for a' that and a' that."

This circular, so far, hasn't much to do with the stove business, but sometimes a sermon is best appreciated when it has least of the sermon in it; and from the way circulars to the stove trade go into the waste basket, we think stove dealers don't like to be talked to. They think they know it all.

No. 1162. Employer remarks: "At the time of the strike of mounters for increase of wages the molders agreed not to return to

work until the company reduced the number of molders' apprentices to the union limit. This the company declined to do, as the apprentices were duly indentured and could not be discharged without breach of contract. This demand was finally dropped, the company agreeing not to employ any additional apprentices for the year 1887."

No. 1355. Employer remarks: "We think there should be legislation compelling men to abide by, and comply fully with the laws of their own association. This stove company has always run a "union shop" and all of our difficulty with 'union men' has been in efforts to have them act in accordance with their own laws; while they by '*combinations*' compel us to treat *them* in accordance with laws *made to suit themselves*; they too often resolve themselves into a '*mob*,' and make demands of us that are in no way justifiable by their own laws. They allow their own laws to be violated in other shops, while they enforce them in our shop, and sometimes much to our loss and injury."

No. 962. Employer remarks: "As a rule I don't think that manufacturers object to trade unions. But we object to the unskilled labor in Knights of Labor organizations; we object to walking delegates or to 'bosses' who affect more power in a shop than the proprietor himself. We had two brothers in the shop, one a melter, the other a helper; when the melter was late the brother would fire up and take charge of cupola; the men had been in this shop 18 years. One day the melter being late the brother took his place as usual; the walking delegate or shop boss interfered and directed that this man should 'demand 30 cents,' the difference between the 2 grades, although the melter appeared at work after a few minutes delay. The thirty cents as a demand was refused and the shop was put on strike, and so remained for one day. The 30 cents was not paid, but the men returned next day, losing 1 day's pay. Similar instances of petty annoyance had previously occurred."

No. 959. Employer remarks: "On the 19 of May we were waited on by the walking delegate of the Knights of Labor, and were accused of doing work for a firm whose men were on strike. We had received an order from one of their customers for work that that firm could not do. We explained the matter to the walking delegate, but he refused to believe us. He ordered out our men, only ten of whom obeyed him. Two of the ten made application at once to be restored and we did so. Subsequently almost all of the others made like application, but we had filled their places, and we did not want them. No complaint was made as to treatment or wages. In regard to Saturday, after the passage of the 'Half-Holiday Saturday bill,' we changed our Saturday's work, putting on our blast at 12 o'clock,

which gives our men from about 1 o'clock, without any reduction of wages. Until this time, named above, we never discriminated as to whether men did or did not belong to labor organizations, but the treatment we then received forced us to do so."

No. 918. Employer remarks: "All that we ask of the government or of outside parties, is to be let alone. Manufacturers are embarrassed and subjected to serious losses by reason of the uncalled-for interference of parties who act without authority or knowledge. In fact the business is nearly ruined, and in the main by politicians bidding for the labor vote. We are disgusted with the whole performance."

No. 923. Employer remarks: "We have never had any trouble with our employés, paying prices called for by the Molders' Union, and employing none but union men. Our business is good, increasing yearly, and discount our own bills. Have not allowed any association 'to gather us in,' mind our own business, and good for 'one hundred cents on the dollar.' This is about all the record we have to make.

"We leave 'suggestions' for older heads to make, hoping they may be wise and judicious, and 'to the point.'"

No. 919. Employer remarks: "We answer your first *six* questions and erase the others. We have been in this business since '52,' and have never had a strike or lock-out. We have managed to get along with our operatives harmoniously, awaiting the results and paying the ruling prices: To explain our course: In the beginning of '83' a prominent firm in our line, doing business in Albany, demanded a reduction of fifteen per cent., and guaranteed steady work for the year. The request was denied by their men, and a strike ensued. *We* desirous to work, proposed to our men to deduct ten per cent. and start up. *We* to refund the ten per cent. if a deduction was not obtained by the other firm. The *strike* continued for *two* months, and the molders finally agreed to accept the fifteen per cent. reduction, but general business being worse instead of better, the firm demanded a deduction of twenty per cent. instead of fifteen. This was acceded to and work resumed. We also deducted twenty per cent. instead of ten for the balance of the year. Perhaps we were small losers, but we certainly kept steadily at work, and the best of feeling was maintained."

No. 910. Employer remarks: "The Molders' Union of St. Louis demanded in March, 1887, fifteen per cent. advance. The Molders' Union of Rochester, N. Y., signed an agreement, under seal of the union, guaranteeing the union molders would ask for *no* advance during 1887, and the same agreement was made at Rochester, N. Y., in 1886. Notwithstanding union molders of Troy, N. Y., in 1886 struck for an

advance, and after five months' strike were granted an advance, the Rochester molders asked for no advance, and hence my foundries could not compete with Rochester foundries."

No. 889. Employer remarks: "Many of our employés were desirous of work; they worked one week, when a second summons from the union and the appearance of an agitator on the scene, took them out. If parties from out of town, who called special meetings, had kept away, we could have kept our men at work. We had never agreed to give any man any special or particular style or piece of work, but to furnish him employment as a stove-plate molder."

Nos. 906, etc. Union returns remark: "The stove-plate molders in the foundry of a firm in St. Louis, Mo., struck for an advance of wages. The Stove Manufacturers' National Defense Association decided that the patterns of the St. Louis firm, who were members of the association, should be sent to various parts of the United States, and if the molders refused to make the pieces the shops would be closed. When the patterns were taken to Troy, the men would not make them. The employés were then locked out. At the end of six weeks the objectionable patterns were removed from the foundries by the order of the National Defense Association, and the molders resumed work."

No. 584. Employer remarks: "No strike or demands made since 1885. We belong to the National Stove Founders' Defense Association. When the St. Louis strike had been on for a month or two, some of their patterns were sent here to be made. In common with other members of the association, we declined to offer them to the molders, and tendered the association a copy of an agreement made by our men early in 1886 as being a valid defense, and closed our works for a few days pending their decision. The executive committee decided that the contract debarred us from asking the men to make 'struck' work, and they ordered the patterns returned and the shop to start, which was done."

No. 885. Employer remarks: "Less legislation would be very beneficial. Thorough protection to property should be given manufacturers, which is not always done, through fear of politicians. The truckling of politicians to the labor organizations is discouraging and detrimental to all manufacturing enterprises."

No. 913.

NEW YORK, April 16, 1887.

To whom it may concern:

We, the foundrymen and workers in your employ, request your compliance with the following conditions: We are more desirous of a regulation of wages than of any other demands, as it would put the

employés more on an equal footing with each other. We wish your coöperation in that respect:

First. The abolition of boys, either helping or making piano plates. Three small plates shall be a day's work; 2 large plates shall be a day's work; 1 grand plate shall (without help) be a day's work.

Second. Journeymen molders, minimum pay, \$3; above that, to be maintained.

Third. The line reading "bench molders" is erased.

Fourth. Core-makers, minimum, \$2.25; above that, to be maintained.

Fifth. Helpers, minimum, \$1.75; above that, to be maintained.

Sixth. Chippers, minimum, \$2.25; above that, to be maintained.

Seventh. Melters, minimum, \$2.50; above that, to be maintained.

Eighth. Foundry carpenters, minimum, \$2.75; above that, to be maintained. This is also to apply to any man or men you may employ in like capacity in the future. Also, 10 hours shall constitute a day's work for 5 days in the week, viz.: Between the hours of 7 A. M. and 6 P. M., and 8 hours on Saturday, between the hours of 7 A. M. and 4 P. M. Over-time to be paid to all aforesaid for the 2 hours preceeding and following above said time at the rate of one half hour for every twenty minutes until 8 o'clock. After 8 o'clock, Sundays and holidays, double time must be paid. Request that all work done, so much for day and half of day and extra, be abolished. Also request you to pay your employés on Saturday. Jobbing and machinery work done by the piece to be abolished. The right of the delegate to enter the shop at any time.

Letter from secretary of Rochester union and manufacturers' agreement:

Copy of Agreement, 1887.

In order to secure peace and harmony in the shop of the Coöperative Foundry Company of Rochester, N. Y., between the said Coöperative Foundry Company and the molders employed during the year 1887, it is hereby agreed:

That the Coöperative Foundry Company has the right to hire and discharge such persons as it sees fit.

That the prices to be paid to molders during the year 1887, shall be the same as during the year 1886.

That during the year 1887 there shall be no strike by the molders in said shop.

The Coöperative Foundry Company will not compel any molder to work with a boy or "buck." But no one shall object to any molder taking a "buck" if he wishes to.

To insure the faithful performance of this agreement by each molder employed, ten per cent. of his wages shall be retained by the Coöperative Foundry Company until the end of the season of 1887, and this ten per cent. of any molder's wages shall be forfeited to the Coöperative Foundry Company if he fails to carry out this agreement. But in case any molder shall leave the employ of said company before the end of the season, having otherwise performed this agreement, he shall then be entitled to all of his wages.

Resolved, That Iron Molders' Union No. 12 agrees to and ratifies the within contract, for and on behalf of union molders.

Resolved, That the same contract shall apply to any other stove-plate foundry of Rochester that may desire it for the year 1887.

We, the president and secretary of Iron Molders' Union No. 12 do hereby certify that the foregoing is a true copy of two resolutions duly and legally adopted by said union, and entered on the record of proceedings thereof, on the 2d day of February, 1887.

(Signed by the president and secretary of union.)

At a regular meeting of the directors of the Coöperative Foundry Company, held at the company's office on Thursday evening, February 10, 1887, the foregoing contract was read, and, by resolution, adopted and approved unanimously.

(Signed by secretary.)

If you think it best to embody in your next, or fourth annual report, the one-sided contract made between the officials of the Sill Stove Co., who, it seems, acted for all the stove manufacturers of Rochester, and the Iron Molders' Union, it is only fair that some explanation, giving reasons therefor, should be placed immediately under the same. We wish to call your attention for a moment to the decision of the Board of Arbitration between the stove manufacturers and their employes, in Rochester, in the months of May, to August, 1885, page 391, third annual report of Bureau of Labor Statistics.

The first question at issue was as to a reduction of wages. This was decided in favor of the molders, notwithstanding one of the firms interested reduced wages in one molding department of his foundry. The second point was very grudgingly complied with, but the third point in the dispute, which was of the greatest importance, and was decided in favor of the men, giving them the right to conduct their business through their officials and committees, was violated from the first, and down to the present moment no committees are recognized.

Their (the employers) next move was by seductive language and fair promises. This was the individual contract system. They were

partially successful. Some of the union men signed. This was followed by their expulsion, thereby depriving them of such sick benefits as the union allows, and also the cutting off of death and funeral allowances. It will be observed that down to the opening of the season of 1887 the union had not been recognized, but this appeared with a wholly one-sided document signed by the officers of the stove companies and the president and secretary of Iron Molders' Union No. 12.

The union met them more than half-way. We desired peace above all else. In making this agreement we believed it purely local. It was not supposed for a moment that this document would be carried beyond the limits of our city. We did not at the time believe that we were placing a club in the hands of the employing class throughout the United States and Canadas to strike the fraternity.

We consider that the parties of the first part to the agreement have willfully violated their faith in the whole matter, in that a local arrangement is published all over the land, and is being used by their so-called defense association to our injury. We are forced to the conclusion that the stove molders of Rochester have no rights that their employers are bound to respect even after solemnly signing to the contrary.

KNIT AND WOOLEN GOODS.

Strikes reported in 9 establishments, in which 1,935 persons are reported engaged, and 242 lost positions. Total duration of strikes reported, 111 days; loss in wages, \$184,455; cost to organizations, \$4,500; 1 successful, and 8 unsuccessful. The causes, results and details of strikes are as follows:

Change of pay-day, 1; duration, 6 days; number engaged, 100; unsuccessful.

Increase of wages, 2; duration, 25 days; number engaged, 25; unsuccessful; loss of wages, \$10,500 (over 500 other persons being thrown out); 1 strike, 3 engaged; unsuccessful.

Objectionable rules and increase of wages, 1; duration, 67 days; engaged 1,075; loss of wages, \$160,000; cost to unions, \$2,300; unsuccessful.

Obnoxious fines, number engaged, 52, of which 17 lost positions; loss of wages, \$4,800; cost to union, \$1,887; unsuccessful.

Refusal to recognize K. of L., 2; number engaged, 220; loss of wages in one, \$1,700; cost to union, \$313; both unsuccessful.

To assist weavers, 1; number engaged, 4; loss in wages, \$555; unsuccessful.

Boycott, 3; duration of one, 210 days; unsuccessful. Others, no report.

SPINNING AND WEAVING.

The troubles and difficulties in this department of manufacturing industry, though serious enough, were not of special or unusual interest. As a general proposition, it will be scarcely contended that spinners and weavers are well or even sufficiently paid. The cause is found in the close competition not only by the manufacturers and capitalists, but in the over supply of labor, and especially in the facility of obtaining foreign labor both from Europe and Canada.

The Harmony cotton factory of Cohoes, is believed to be the largest establishment of its kind in the United States. It consists of six mills with 275,000 spindles, 6,200 looms, employing 3,240 hands, using 300,000 pounds of cotton per week, from which 1,600,000 yards of cotton cloth are manufactured weekly.

On April 16 there was trouble in one of the mills of this great company. The union has made no return, and given no information to this Bureau, while the employers' statement is vague and needs explanation. The employers remark :

No. 591. "The cause of this lock-out was the demoralization of the employés, through their union, thinking they could do as they had a mind, not obeying the rules, and making it disagreeable for those that the leaders did not like; producing less work than they should, and of poorer quality. The mill was then closed until the employés came and asked to be reemployed, promising to obey rules and attend to their work, which they have done."

No. 1117. In the Harmony mills, 1 and 3, of Cohoes, the weavers had in March, asked a raise of from ten to twenty-seven per cent. The superintendent declined on the ground that their wages were better than those of the Eastern mills, and of course the lowest prices controlled the market. The discussion was not unfriendly, and ended with a promise of advance if trade justified it; prices, as the superintendent said, being pretty low. At a second meeting, the demand for an increase was decidedly refused, although the operatives alleged that the eastern mills were really paying more, and asked for an interview at which the eastern workmen's representative should be present. This offer was, however, declined, and the Cohoes manufacturers were able to show by extracts from pay-rolls that Cohoes was away in advance of Amsterdam, Utica and other places in respect of liberality to wage earners, for the same kind of work; and while no ill-feeling cropped out on either side, it was understood that the Manufacturers' Association had come to a

resolution that in case of a wages strike by any one mill, the whole association would shut down. It was also intimated in the public press as an open secret that a 'party' was in the vicinity who could if called on, bring over any number of hands from Canada in case of a strike. Whether this was a truth or a *canard* there was no means of knowing. Mr. Barry, master workman of the Knights of Labor District at this time, was reported as using his influence to keep things quiet, and was strongly opposed to any aggressive action by the operatives; and that there was a standing arbitration committee of 5 employers and 5 Knights for the express purpose of nipping all trouble in the bud. Meantime there was room for uneasiness, for whether by authority or by misadventure, a scale of wages had got into the papers, though it had not been formally laid before the arbitration committee. Some of the figures in this unauthorized document were incorrect, besides which an important section of the operatives was omitted entirely.

In July last, while the wages question was under discussion, there was a strike in one of the Harmony mills by the refusal of the hands to scrub out and clean under their looms. In years past this work used to be done monthly, then less frequently, but now half yearly. The motive on which the refusal was declared is not made clear; whether as extra work or servile work, or as work that ought to be done by other labor and for extra pay, does not appear. So the mills were shut down, the scrub work being made a test question. The demand for a ten per cent. advance was still outstanding and awaiting decision. The scrub work was, however, the last pound on the camel's back and precipitated the strike.

It was openly stated by the district master workman and confirmed from other quarters, that a circular had gone round asking various district assemblies throughout the country to provide work for weavers, one in each assembly, the idea being to depopulate Cohoes and get even with the employers. Whether this was a rumor or a fact, this Bureau could not trace out. An effort was made by the State Arbitration Commissioners to bring about a settlement of the difficulties. The Harmony superintendent declined to submit the matter, for there was nothing in dispute. The hands wanted better wages, the company could not raise, the state of trade being such that cotton manufactures were unproductive and did little more than pay expenses. The superintendent had no objection, however, to wait on the arbitration commissioners and give them any required information as to wages and earnings. A meeting was

held. One man, a weaver, proved that years ago, when but a youth, he had earned \$40 to \$42 per month running six looms. Now with eight looms he could only earn \$20.69. A case of more work and less pay. Another competent and industrious man produced pay envelopes showing that he had in five fortnights earned only \$7.16, \$7.63, \$8, \$7.60 and \$7.87. These facts were not disputed. But the Harmony superintendent showed a table of wages at Lowell, Fall River and Cohoes by which it appeared that Cohoes rates were from 7 to 15 per cent. in advance of Lowell, and in one case frame spinning paid 50 cents for what at Lowell was rated 42 cents, and at Fall River 45½ cents. Further evidence on the part of the employes showed incontestably that wages were very low. The employers admitted the fact and alleged that the price of the made goods would not admit of an advance. The mill owners were also owners of cottages, which they let to their people. Of the rents paid for these, no complaint was made. There seemed to be no ill feeling between the two parties.

Some hands had gone away to Montreal and elsewhere in search of work. Of these, some had been successful, others had not, and had returned to Cohoes.

The final result was that after a strike of several weeks, lengthened by the annual shutting off of the water service for repairs and cleaning, the people went to work again at old prices.

The economic cause of the low wages is found in the change of fashions which causes woollens to be worn in preference to cottons, with a great fall in the demand for cotton goods and an enormously heavy stock of goods in the hands of manufacturers and dealers. Weavers of other than cotton goods get much higher wages.

As usually happens in the cases of large strikes, there was much controversy of facts and opinions in the press on the Harmony mills strike. The following is taken from a leading Troy paper of July 9, 1887. It is highly rhetorical in form, and is not exactly true in substance; but if only half, or even a quarter true, it presents more than a suggestion that the weavers' life is not a happy one:

The silent mills on Harmony hill, sweltering in the burning sun of a July day, tell their own story. Throbbing in the heat, the tenelements of the idle weavers, in fact of the 3,000 striking mill hands, cower beneath the stare of Harmony's windows, as if they felt, like their lowly occupants, the oppression and hopelessness of despair.

The hot streets sent up dust and dirt, and the panting slaves of a great monopoly breathe in the freighted air with no thought that the world offers anything better or purer. The blistering pavements give back no sound to the naked feet of women, clad in one dingy garment, and children crawling here and there to escape the heated stones. Whether working or on a strike, to the great majority who have lived beneath the shadow of Harmony's walls the days are ever the same. The situation of the mill people of Cohoes, and particularly those who recently left the Harmony mills because an advance of $12\frac{1}{2}$ cents had been refused, and to escape 'scrubbing out' weekly around their looms, is most deplorable. Children of parents hardly out of their teens are taken from their cradles and hurled into the human vortex of Harmony. Ignorant, kept down, caring for naught save some scanty morsels of food, as the days go by, these plodding workers live a few brief years, and then die a miserable and almost unregretted death. During the day the tenements are deserted; the occupants are within the four walls of Harmony No. 1, or 2, or 3, as the case may be, wearing out their brief span of years for the beggarly pittance that is doled out to them. At night, when in the close and feverish hives the lights have burned dim, and the sound of wailing children and the muttered complainings of the older ones have ceased, father, mother, sons and daughters, stretch themselves upon the floor of their one hot cell, and sink into a stupor which must answer for their rest and sleep. Such is the life of the weaver on Harmony hill, and still there was courage left to strike.

To render existence possible, the members of the family, one and all, must turn in and work. If a man makes \$7 a week, he must think himself fortunate for having obtained a job that will net him so handsome an amount. Perhaps he was born within the confines of the hill. If he was, then he accepts the \$7, and is as nearly thankful as it is possible for him to be. He sends his children into the mills, where they work for \$1.25 a week, perhaps. But he has a good many children, so that in the end the combined earnings of his family will keep his head above water. He never has time to wonder if his children would like to go to school. School? The word has but little meaning to the toilers in the Harmony mills. Shut out from all chance to learn, the parents with but few exceptions aim at nothing better for their children than they have themselves enjoyed. Said a prominent resident of Cohoes, yesterday, in referring to the idle mill hands:

"Many of them—yes, I will say nearly all of them—have been deprived by stern necessity of the simplest rudiments of learning. You could go among them and have no difficulty in finding many who

do not know the name of the president of the United States! Their world begins and ends around the mill."

The bosses and overseers are a trifle better paid; but the wages given them would be small in almost any other locality. It was the refusal of one of the overseers to longer obey the order to wash out around the looms which precipitated the strike that now threatens the busy city with financial distress. Perhaps the weavers awakened for a moment to the thought that their toil-worn hands helped to shape the massive walls that were to imprison them. Perhaps a sense of their condition dawned upon them and urged them forward to rebellion. Whatever the circumstances which had come to them, the yoke of a slavery worse than that which plunged the fairest land beneath the sun into cruel civil strife had been worn too long, and the time had arrived for humanity to assert itself.

"It is a blot upon the name of Christianity," remarked one gentleman in Cohoes yesterday, "for the churches to ask for money to spread the gospel among the heathen, when here at home the people are in a condition far worse than any which can be found among the islands of the sea. It would be more in keeping with all the sacred teachings of Christianity, for missionaries to go into the homes of the unhappy, down-trodden, mill people of Cohoes and teach them to look upon each other as creatures with souls to save. To lift them out of the depths would be to better their condition, for they would soon understand that 'the laborer is worthy of his hire.' Raised to a footing with their fellow-men, with the mist of an unreal and feverish existence brushed away, they would learn to welcome the morning light, as it drove the shadows from among the looms and spindles, as the herald of another day made as much for them as for the millionaires of the Harmony company, who have profited by their patient toil."

On the other hand, a writer in the *Albany Journal*, date of July 13, says:

"It is almost inconceivable that a newspaper published but nine miles from this city should publish for the perusal of intelligent readers such a tissue of misrepresentations as appeared in the Monday edition of a morning paper. There is scarcely a word of truth in the article. The people of this city, the most of whom are interested, directly or indirectly, in our cotton and woolen industries, are indignant that such a slander should be published. Do persons who read that paper believe that the operatives of Cohoes live in 'hives' and 'cells,' that our children do not go to school, that we are 'ignorant and kept down, caring for naught save some scanty morsel of food

as the days go by, and then, after a few brief years, die a miserable and almost unregretted death?' These unwarranted attacks on industrious, intelligent and frugal workingmen are as unjust to them as to the Harmony mills, which seem to be the special parties aimed at.

"Every one who knows anything of our industries knows that the Harmony mills are the finest in the country. That every improvement known to hygienic science has been and is in use to protect the operatives. The mills are noted all over the manufacturing districts of this country and England as the most complete in all their sanitary arrangements. The company have 700 tenements, the most of them built of brick, with from three to ten rooms each. They are on broad macadamized streets, which are lined with the finest shade trees in the State. The lots upon which the houses stand are from 100 to 120 feet deep and 30 feet wide. The ceilings are none less than 9 feet high, the living rooms from 12 to 17 feet square, and the bed-rooms 10 feet square. There is a perfect system of sewerage, every closet, hydrant, cellar and conductor being connected therewith. The garbage is removed by the company once each week, and no refuse is allowed to be thrown into the streets or alleys. Laborers are constantly at work on the streets, keeping them clean and attractive. A large gang of men are engaged the year round keeping everything in and about the houses in perfect repair. No tenements in this city or any other can be compared with the tenements of the Harmony mills in everything that contributes to comfort and healthfulness.

"Now as to the 'ignorance,' on the principal streets on the east and west Harmony hill are five brick school-houses, built on land donated by the company. The West Harmony school-house contains 6 large rooms, with a seating capacity of about 400, and the rooms are crowded with children of the operatives, besides which, a great many attend the parish schools in the city. Night schools are provided through the winter months, which are largely attended. No children are employed in the mills under 13 years of age, and before the child can be employed the parent or guardian must file an affidavit of the age of the child in the office of the company. The writer has been permitted to inspect these affidavits, and 80 per cent. of the children between 13 and 16 years of age, whose names appear on the files and who work in the mills, can read and write.

"Over the office of the company is a large hall 45 by 90 feet, free for the use of the operatives, that is made attractive by pictures and frescoed by Mr. Mickle of Albany. A union Sunday school is held in the hall every Sunday morning, which during the 28 years since its

organization has borne on its rolls the names of 4,500 scholars. Mr. D. J. Johnston, the superintendent of the mills, has been the superintendent of the school 25 years. Reading-rooms have been opened at various times, the papers being furnished by the company, and free to all who would take advantage of the privilege, but they were discontinued for want of patronage. Since 1880 the Catholic operatives of the Harmony mills have built 2 churches and a parsonage at a cost of quite \$75,000.

"An examination of the record of vital statistics show that the death average on Harmony hill is 40 per cent. less than in this city below the Strong mill. Our savings banks have got so much money on deposit, 90 per cent. of which is from 'poor mill operatives,' that an appeal was made to the depositors on July 1 to take out a portion of their money and invest it elsewhere. The condition of the mill operatives of Cohoes, considered from an intelligent, unprejudiced standpoint, will bear comparison with any other city of 20,000 or more people in the State or Union. Come and see."

No. 176. A hosiery mill in Troy got into a snarl with their operatives about the middle of February. This company had a rule to pay every second Wednesday. They altered the day to Saturday; the immediate effect of the change being, the employes argued, that the firm would have four weeks' pay in hand. The hands struck, and while they were making protest, they demanded that the fortnightly delay should be abandoned, and that they should be paid weekly. The plan of a deferred pay day is not altogether new in factories. Sometimes it is said to be too much trouble to make up the pay roll so often; again it is alleged by some Christian proprietors that a deferred pay encourages thrift, although it seems just as probable that the want of ready money may place the workman under bonds to the storekeeper. This particular trouble was adjusted by payment, and work was resumed.

No. 334. A difficulty occurred in April at the Victory cotton mills, in which the "mule" boys demanded an advance, which being refused, they struck, thereby bringing the whole work to a stand-still. Three hundred employes were idle 26 days. The strikers returned to work at old wages.

No. 578. This was a strike in April and May of female employes in a shawl factory. They objected to the retention of one particular woman as a mischief maker. The firm declined to discharge the objectionable person, on which the women, 72 in number, struck. This necessitated the closing of the shop. After four weeks of waiting, they came back to work. When they did so, the "person" did not come with them.

No. 779. In this case three boys struck for an advance of wages. Their action was not indorsed by their union, and they were allowed to stay away.

Nos. 1653-1754. Two separate troubles took place in same mill; one a strike in April, 1887, "for unjust docking system and bad material for warp." The other, in June, 1887, a lock-out of employés who were Knights of Labor. Both troubles resulted in a strike. Still pending.

KNIT GOODS.

The trouble in this department of the cotton and woolen trade was in full force at the close of last year. The details of the strike and lock-out were given in last year's report, but for better understanding of the same, it seems worth while to recapitulate.

The trouble arose in an Amsterdam mill where a smart apprentice had been promoted to take charge of a new machine. It was contended that a journeyman ought to have taken the position. As the firm stood by their action, the district Knights ordered a strike. There had been an agreement already made between the trade and the Knights, drawn up by Mr. Barry, a member of the Knights' executive board, who had acted as referee between the employer and employés of the trade upon a previous occasion. It was now contended by the Amsterdam master workman that the Amsterdam District Assembly had not been parties to that agreement, and therefore in the present strike the men were in their own right.

The Trade Manufacturers' Association, of fifty-eight leading firms, were at this time strongly disposed to conciliatory measures, trade being good, and a stoppage disastrous to all parties. They communicated with Mr. Barry, the referee, but the district master workman was intractable, and no arrangements could be effected. Eventually, the Amsterdam local strike was met by a general lock-out of manufacturers in October. A few mill owners stood out, and declined to close for reasons personal to themselves. Those who took part in the lock-out, announced that they would no longer treat with the Knights of Labor officially, but only with their own employés.

A placard was printed and posted, declaring the reasons for this extreme step:

"October 16, 1886.

"Desiring that our employés should understand the situation between the National Knit Goods Manufacturers' Association and the Knights of Labor, we submit the following statement: 'The history of the labor question as it affects our industry briefly is, that opera-

tives in the various mills organized themselves together and joined the organization known as the Knights of Labor. Out of that organization there came unwarranted interference with the knit goods manufacturers as to who should and who should not be employed in the mills.' The manufacturers, finding that such an association of employes apparently supported such interference, were obliged to associate themselves together for the purpose of mutual protection by all lawful means against such interference with the control and management of their business. In March, 1886, at Cohoes, N. Y., an extended discussion and negotiation of the questions at issue between the employes and manufacturers was had, which finally resulted in an agreement duly executed March 31, 1886, between the executive committee of the National Knit Goods Manufacturers' Association and the national executive committee of Knights of Labor represented by Mr. Barry, in which it was agreed as follows, viz.: 'The manufacturers are at liberty to employ or not employ, discharge or not discharge whom they wish, whether they be Knights of Labor or not Knights of Labor, as they deem best.' That agreement, as we supposed, definitely settled the main principle for which the National Knit Goods Manufacturers' Association was formed, and established the only rule upon which manufacturers can carry on their business; but to our disappointment, as early as September, 1886, the said contract was broken and the principle thereby established was disregarded by the Knights of Labor at Amsterdam, who refused to work at the mill of Schuyler & Blood unless they could dictate who should work and who should not work in the mill, discriminating not only against non-union men, but also against those who were Knights of Labor; and although the manufacturers have used the utmost endeavor to settle the said difficulty, and have visited personally Mr. Powderly, the general master workman of the Knights of Labor, and the national executive committee of the Knights of Labor, including Mr. Barry, who negotiated the said contract, and have submitted to them the situation and the said action of the Knights of Labor in violation of their contract; whereupon it was fully admitted by the said authorities that the said action of the Knights of Labor was wrong and in violation of their agreement; and those authorities have so informed the Knights of Labor at Amsterdam and advised them, through their local master workman, P. H. Cummins, to return to work and preserve their contract; still they refuse to work and insist upon their said unwarrantable dictation. Now, although we greatly regret being obliged to sever our connection with any of our employes, and have hoped that an amicable settlement of this issue might be effected for

the good of all, still we cannot submit to the control of our business to anyone beside ourselves, nor can we expose the operation of our mills or the direction of our business affairs to the interference of any outside association of persons or the individual members of such an association; therefore, notice is given that on and after October 16, 1886, we will not employ in this mill or in its operation any person who is a member of the Knights of Labor, and any and all persons who at the time above stated are in our employ and who are members of the Knights of Labor, and intend to or do continue to be such Knights, are hereby notified that they are discharged from our employment."

The year 1887 opened with a proclamation by Knights of Labor recapitulating the main facts and stating that their action had been only an honest endeavor to defend the workingmen's position and to prevent unjust employers from taking the bread out of the employés' mouths by supplanting their labor with that of unskilled and non-qualified persons, and asking the general public to use goods with the Knight of Labor label and no others.

While the lock-out or strike was on hand the employés drew up and submitted a new wages tariff. In March this tariff was discussed in conference of committee from both sides, and peremptorily rejected by the manufacturers.

Early in May the trouble was declared off and relief to strikers was suspended, although all could not be put to work immediately.

This strike, exclusive of its own intrinsic significance as a break of wage-earnings, borrows importance from the tactics of the parties. Both were organized associations. There were differences inside the party in both cases. The Knights were divided; the highest officials in the order were of opinion that the strike was unjustifiable, while important officials in the district were determined not to recede from their position, and promised moral aid and pecuniary support. In some places the picket was adopted, and applicants for work were warned off. There were some arrests. The mills were not all closed; some manufacturers took such help as they could get, their lock-out being directed against Knights of Labor only. As a rule the operatives were orderly and peaceful.

Messrs. Bailey and McGuire, who are generally believed to represent the aggressive party in the Knights of Labor organization, took charge of the Amsterdam trouble in December, 1886. In an

interview with the employers' committee they submitted a proposition, "That all former employes be reinstated in their former places and the people who had taken their places should be suspended." This, in effect, was to abandon the lock-out, and was immediately rejected, nor could any satisfactory arrangement be made with the Knights' representative. There was no middle-ground on which the two parties could take a stand. At a Knight of Labor meeting Mr. Bailey is reported as saying in an address: "Register a vow that you will not go back to work until you go as free men and free women. Register a pledge to be true to your organization, and it will be true to you. If you go to the mills you will soon be obliged to stop again, and you will be left. If you go back to work we will flash the news to a hundred thousand people that the goods are the work of 'scabs.' Don't touch them. Don't think that you are going to lose. This war of the Knights of Labor is to strike the shackles from the limbs of 50,000 people. Be true to your organization, but don't molest anyone, and use all the persuasion you can to keep them out of the mills." These fiery words had the effect of inspiring the workers with a sense of injustice done them and prevented a compromise. The employers on their side also rushed into print, and among other proclamations they said on November 22: "The manufacturers have no wish to be unjust or to trespass upon a single right of those whom they may employ, and only ask that they shall be treated in like manner. They are willing to start their mills on the basis of mutual regard for the rights of both parties, believing that it is for the interest of both to deal fairly with each other. Whenever the operatives are desirous of so resuming work the manufacturers will be glad to employ them again."

On December 18, after interviews and discussions, a basis of good understanding was reached, and some manufacturers of Cohoes and Waterford made an agreement with Mr. Barry, of the Knights of Labor general executive board and D. A. 104, recognizing the right of manufacturers to hire and discharge as they please without prejudice against the Knights of Labor, also providing for arbitration in case of dispute. This gradually closed the strike in Cohoes, although it was not formally declared off.

The manufacturers now one by one threw open their mills to all competent persons who were willing to accept the wages and abide by the rules of the several establishments. In this way and on

this understanding many mills were put to work and though not full-handed, business was resumed. One mill, the Anchor, was excepted from this pleasant arrangement. The proprietors had announced their intention to run their business in their own way, and one of their leading employés had been put under boycott as to food, drink and shaving.

In Amsterdam, the original place from which the knit goods trouble started, the strike was not formally declared off until June last. The places of the strikers had, however, long been filled.

The cost to the labor relief fund had been heavy, 5,000 employés having been paid \$22,000; while not less than \$270,000 had been sacrificed in wages over a small quarrel aggravated by a difference of opinion as to official authority.

One of the knit goods mills, the Anchor, run by Messrs. North & Doyle, of Cohoes, was preëminent in having a special difficulty. Mr. Doyle was unpopular as secretary of the manufacturers' association; while the firm became obnoxious by their former attitude as employers and as landlords. Their tenements were put under boycott, and the usual formalities gone through to make the interdict effectual. The boycott order was made and promulgated by D. A. 104 to the effect that:

"The use of goods and wares manufactured by, and of houses owned by manufacturers who have failed to recognize the Knights of Labor in matters which all must concede are just, be interdicted. Members of the Knights of Labor will recognize that \$200 or \$300 paid monthly to our enemies for rent or otherwise is supplying ammunition for their guns. A word to all good members of the Knights of Labor is sufficient. By order of the executive board."

This was decidedly a proceeding in the nature of a boycott. A committee also waited on the tenants of rooms and offices hired from Messrs. North & Doyle, and requested them to end their tenancy, and several tenants vacated their places. Pickets were posted, and 1 case of assault was reported; while there was much tumult and gathering of people about their premises.

The *Cohoes News* was one of the tenants of the boycotted firm, and the proprietor was notified to quit, but he answered by an article defying the Knights of Labor and denouncing their methods. The Knights rejoined by boycotting a *News* advertiser, and waiting on others to induce them to withdraw their custom.

The boycott was eventually abandoned. At Amsterdam, the

first place of the troubles, picketing was carried on quite extensively, not with a view of warning off customers as of preventing the labor recruits from the surrounding country from enlisting and supplying the places of the strikers. This picketing was not attended with violence, but it led to judicial proceedings before the local courts, which had no very serious effect.

LABORERS.

The condition of the unskilled laborer is one that, low as it is in the scale of occupations, involves more competition than almost any other. Crude labor is as abundant as raw material, although the term "unskilled" is not always applicable; the handling of a package or the digging of a hole involves natural aptitude, as also the difference in ability that comes from practice. The mere laborer gets the lowest pay, does the hardest and longest stint of work, and is most liable to competition from the unemployed, both native and foreign.

ROCHESTER.

During the past year, the city of Rochester had a disagreeable experience from the discontent and turbulence of a crowd of laborers in the employ of the city sewer and other contractors.

In April last a difference arose between laborers and their employers as to wages. A few had been put to work by the city works contractors, but were dissatisfied; their allegation being that their union had fixed the price for 1887, at \$1.75 for nine hours. The contractors, however, expected more work for less pay. The men employed were almost without exception, foreigners, not speaking English, and quite illiterate.

The April trouble did not develop any important results. In June, however, it culminated in an open strike. Over 500 laborers quit work, insisting that in the spring they had been promised \$1.75 for ten hours. The foreigners assembled in large numbers on the streets, and on being ordered to move on, began to stone the police, who in return clubbed them and used their revolvers. Several were hurt on both sides, and one man killed. Several arrests were made, the most of which ended in commitments for trial. The inconvenience of the strike did not end with the laborers; not far from 10,000 men in correlated trades were brought to a stand-still. This, fortunately, did not last long. Fresh gangs of laborers were got together and put to work.

It was suggested that these men were influenced by anarchist advisers, but this, probably, was a random shot at a time when anarchy was a topic in every newspaper, and was often dragged into labor and wages troubles. With or without anarchy, however, they were dissatisfied with their comparatively small wages.

This was one of the cases in which the State Board of Arbitration saw reason for mediation. The Board sat and took evidence. The laborers, through their spokesman, said that they would be glad to have the Board interfere. The contractors, through their learned counsel, declared that the strike was practically ended, and that arbitration was superfluous. The contractors had filled the strikers' places. Nevertheless, evidence was taken showing that "skilled" laborers had been promised \$1.75 per day, and that \$1.75 per day had been paid to men who worked 10 hours; \$1.57½ to some who worked 9 hours, while others were expected to work 10 hours for the smaller price.

In the police court, the inquiry showed that an engineer had turned a steam hose on the crowd of laborers because he wanted to disperse them. When this was done, they returned the steam with stones, and the son of a master builder got badly hurt.

A local paper, the *Rochester Union*, in a temperate review of the case, inclined to think that the laborers, not understanding English, understood they were to receive \$1.75, and not receiving it, felt they had been cheated, and even then, a respectable minority objected to a general strike. The paper did not recognize any political or anarchical feeling in the uprising.

The "walking delegate" for the Laborers' Union who, had been arrested, although he was not present and therefore took no part in the disturbance, is reported as follows:

"At no time have I sanctioned violence. I am opposed to it, and members of the union were warned at our meeting not to create disturbances. I am not a socialist or anarchist and never will be. I am a Knight of Labor. Our union is an assembly of the Knights of Labor."

Of the strike, he said: "The motion to strike was put before a meeting of the assembly last Friday, when several hundred members were present. I merely carried out the wish of the members in ordering the strike. As the 'walking delegate' I am paid \$1.75 a day. This is what all the laborers want, and is what the contractors agreed to pay last spring. My term as 'walkman' commenced April 1.

While holding the position I do no other work. I have a family to support and that sum keeps us. Last August I came here, and soon afterward commenced to work for a gentleman. I worked for him until a day or two before Christmas. The foreman was entirely satisfied with me while I worked for him.

"As to the cause of the strike, we insisted that wages had been cut down from \$1.75 to \$1.67, \$1.50 and in some cases to \$1.37."

The strike was absolutely a failure. Very few if any of the men engaged in it were replaced. But the union men drew on the society funds until those were exhausted. They continued to hold meetings and discuss the situation, but even these desultory proceedings came to an end.

TROY.

This was a strike of men employed in laying pipes for the Fuel Gas Company. They objected to Italians, who accepted \$1.25 in place of \$1.50, which was considered the regular wages. The employer refused to dismiss the Italians. The matter was discussed in the city council on the complaint of citizens, who objected to the hiring of foreign cheap labor.

AMSTERDAM.

This was another case of foreign cheap labor. This time it was the foreigners who struck—Italians; they were hired to work at \$1.50 day work and \$2 night work. They objected that they had been hired to work in dry sewer trenches and not in water or mud, and refused to work.

KINGS BRIDGE.

In May last the laborers and drillers on a part of the aqueduct near Kings Bridge failed to get their overdue pay. This Bureau received no answer to the inquiry blank, and the Bureau agent was informed that the office of the contractors, Brunton & Co., was not in this place. It subsequently transpired that the contract for the section of the work mentioned had been sub-let, which is said to be illegal, and the sub-contractors paid off their labor at their convenience. Eventually, it may be presumed that the overdue wages were paid, as no more has been heard of the matter. A remark on the returns of No. 1861 shows that the employers were alive to the value of store-truck in place of wages.

Fifty-eight strike cases are reported, of which 12 were successful, 9 compromised and 37 unsuccessful. Number engaged, 3,262, of whom 450 lost places; amount lost in wages, \$42,962, besides \$7,000 expended by unions; estimated annual gain in wages was \$124,720; loss to employers, \$22,775. Causes and results of strikes, with details, are as follows:

Increase of wages, 7; one, 12 days, 350 engaged; successful; one, $\frac{1}{2}$ day, 50 engaged; loss of wages, \$35; successful by conciliation; one, 3 days, 30 engaged; compromised with employer; one, $\frac{1}{2}$ day, 30 engaged; loss of wages, \$18.25; unsuccessful; one, 2 days, 150 engaged; 20 lost positions; loss to employers, \$2,380; loss of wages, \$525; unsuccessful; one, 10 engaged; unsuccessful; one, successful.

Reduction of hours, 23 strikes; one, 40 engaged, unsuccessful; one, duration 15 days; number engaged, 28; loss of wages, \$630; unsuccessful; one, loss to employers, \$20; one, 20 engaged; unsuccessful; one, 7 engaged; loss in wages, \$200; compromised with labor organization; 13 strikes, duration 15 days; 70 engaged; loss in wages, \$1,223.75; cost to union, \$4,000; compromised; 7 unsuccessful; 6 conciliation with labor organization; one, duration 15 days; number engaged, 8; loss in wages, \$210; unsuccessful; one, duration 15 days; 10 engaged; loss in wages, \$262.50; successful, conciliation with labor organization; one, duration 15 days; unsuccessful; one, duration 15 days; 11 engaged; unsuccessful; one, 10 engaged; unsuccessful.

Reduction of wages, 1; duration, 156 days; 40 engaged; loss in wages, \$3,500; unsuccessful.

Non-payment of wages, 4; 1, duration, 12 days; number engaged, 550; loss to employer, \$20,000; loss in wages, \$10,000; successful; conciliation with union; 1, 20 engaged; loss in wages, \$500; successful; conciliation with union; 1, duration, 6 days; number engaged, 80; successful; 1. 14 days' duration; 800 engaged; successful; conciliation with union.

Employment of non-union man, 2; 1, duration, one-fourth day; number engaged, 10; successful; 1, duration, 1 day; 100 engaged; loss in wages, \$168; successful.

Objectionable foreman, 1; duration, 1 day; 60 engaged; loss in wages, \$90; unsuccessful.

Objectionable rules, 1; duration, 1 day; 25 engaged; unsuccessful.

Objectionable employé, 1; 18 engaged; unsuccessful.

Deficient board, 1; duration, 1 day; 125, engaged; successful.

Change of pay day, 1; duration, 2 days; 200 engaged; successful.

Refusal to recognize union rules, 14; 400 engaged; all lost positions; loss in wages, \$25,000; lost to organization, \$3,000; unsuccessful.

Increase of hours, 1; 10 engaged; unsuccessful.

To assist plumbers, 1; successful.

Boycott, 1; result not given.

No. 778, Troy. Employers remark: "We raised the wages of laborers \$1 per week on May 17. No strike about the matter except in the newspapers. We raised the wages of two melters and two helpers \$1 per week June 18. We have never had anything to do with committees of unions, and do not know which of our men belong to unions, and whether they do or do not we deal with them directly."

No. 1022, Syracuse. Employer remarks: "Would respectfully suggest less legislation, less demagogism and less humbug on the part of truckling politicians on the labor question."

No. 1089, Amsterdam. Employers remark: "Several Italians were put carrying pipe. On account of mud being in the road refused to carry them. They were discharged and paid off. Some 25 others struck on that account and were paid off also. That settled the affair."

No. 1861. Employer remarks: "The people engaged in this strike, laborers and miners, were used to get their wages once a month on the 20th of each month, while the bricklayers received their pay every two weeks on Saturday. The 20th of June being on a Monday the miners and laborers were told that they would get their wages the coming Saturday, which was the pay day for bricklayers. They refused and went on strike.

"The workmen can get orders for groceries before the wages are due."

LEATHER WORKERS.

Three strikes reported unsuccessful; 61 engaged; 15 lost places; loss in wages, \$4,750. Causes and details as follows:

Increase of wages, 1; duration, 30 days; engaged, 43; loss of wages, \$3,750.

Abolishing piece work; number engaged, 6; 3 of whom lost positions.

Discharge of a union man; 12 engaged; all lost positions; loss of wages, \$1,000. Boycotts, 2; results not given. To other questions, no answers.

LINEMEN — (ELECTRIC LIGHT).

Onestrike reported; successful; cause, refusal to recognize union rules; duration, 1½ days. No other answers.

LITHOGRAPHERS.

One strike reported; successful; cause, desired advance in wages; number engaged, 5. No other answers.

LOCKSMITHS.

Two strikes reported; both unsuccessful; number engaged 14, who all lost positions; loss in wages, \$180; cost to union, \$85; loss to employers, \$600. Causes of strikes and details, as follows:

Reduction of hours, 1; number engaged, 8, who lost positions; loss to employers, \$600; cost to organization, \$85.

Rival organizations, number engaged, 6; all lost situations; loss of wages, \$180. To other questions, no answers.

LONGSHOREMEN.

NEW YORK CITY.

The first week of January, 1887, is an important date in the annals of labor. It was the beginning of a great strike in the coal trade, which affected capitalists, dealers and consumers. The coal strike was accompanied by a strike of the longshoremen laborers who handle cargo both for loading and unloading vessels that lie along the sinks of wharves, piers and docks of New York and Brooklyn. The freight-handlers acted in sympathy with the coal-handlers, but they also had their own particular grievance. There was a great rise in the price of coal to all consumers, almost a famine to the very poor. There was also a great interruption of freight-handling. Either strike would have been important, but the two together were very serious indeed to the whole community.

The coal trouble originated in New Jersey. It is well-known that Jersey City, Hoboken, Weehawken, Elizabethport and other places adjacent are points of discharge for the enormous coal supply that comes to New York city from the Pennsylvania coal fields. Strictly, therefore, the coal strike was, in its inception, a New Jersey affair. Its consequences, however, were far-reaching, and affected New York city and all the region round about that distributing centre. The handling of coal is rough labor, but we know that even the rudest labor needs use and experience to be efficiently performed. The pay of the coal-handlers is pretty fair if the men only had steady work. But as with all rough labor there is an abundant supply; the work is uncertain, depending on arrivals,

demand, weather and other disturbing causes. The great demand for labor is in the fall, when the large dealers and consumers lay in their heavy stocks. There is, of course, a continuous trade through the winter to meet current consumption, but the laborer's work is much harder in the time of rain, snow and frost, while on the other hand there is a less active demand for his services. The coal is shoveled into the railroad chutes or tipples, thence into vessels and lighters at the coal ports in Jersey and thence conveyed across the Hudson river and the bay to the New York or Brooklyn side whence it is discharged into the storage yards of the coal dealers or large consumers. The coal ports include Hoboken, Perth Amboy, South Amboy, Weehawken, Port Johnson and Elizabethport, with Rondout higher up the river. The labor done at the coal docks is divided into two classes, "top men" and "bottom men." The one set works in getting the coal from the cars into the chutes, in fact unloading the railroad cars. These men are paid by the hour. The others who load the boats and vessels are "bottom men," or "trimmers," and are paid by the ton. As all their work is done either in the open air or in the holds of vessels and in all weather, it is understood to be very severe toil. The men outside suffer from sun, rain and frost, while those in the vessels are obliged to work almost naked and are subject to a frightful atmosphere of coal dust, which chokes the lungs; they get violently heated, and in that condition come out into the open air, wet or dry, cold or hot. It is affirmed, and not denied, that the work is trying, even to the strongest, and that ten years is the limit of endurance, after which a man must get out of the trade or die an early death.

The wages whether for bulk or for time seem small for the labor, and although classed as "unskilled," it is certain that the trained man achieves greater results than the green hand, to say nothing of bodily risks. The wages are said to range from \$3 to \$16 per week, and exceptionally over the latter figure. But this is at the cost of long extra hours. A large amount of time is wasted in standing around and waiting for turns, the laborer being expected to report for duty whether he gets a job or has to stand idle.

Railways are supposed to be prohibited by law from engaging in other than freight operations, but there is nothing to prevent a railroad shareholder from being a coal owner. Between coal producers and coal carriers, it seems that the competition is limited, and that there is a spirit of reciprocal concession for common good.

This enormous trade in a necessary of life, is regulated by an alliance, not, perhaps, a written treaty, but a tacit understanding as to out-put and price, and the benefit of one is the concern of all. The carriers include the Lehigh and Wilkesbarre, the Philadelphia and Reading, the New Jersey Central and the Delaware, Lackawanna and Western lines.

To get at the origin of the coal strike, we must go back to September, 1886. At that date the fall season is about beginning, and with it the delivery of coal for winter consumption. Some of the coal shovelers employed at Elizabethport by the Reading line demanded an advance from twenty cents to twenty-two and a half cents per hour. This advance was conceded, although twenty cents seems to have been the ruling rate, but as alleged by the railway managers, with the proviso that it was only temporary, and would be withdrawn when business should fall off. It is pretty generally known that the Reading road's bad financial condition is chronic; it was under a receivership; changes were made in the management, and economy was the order of the day. In such cases, reform usually begins at the bottom, so wages of labor must be reduced. On January 1 the reduction took effect, and the men were put back to the old 20 cents. They were dissatisfied, and 84 shovelers struck. The reduction was technically justifiable, if the story told by the company's officers be true, and if the men so understood it. There is, moreover, a familiar business rule founded on the theory of supply and demand, that when business is active prices advance, when quiet they recede. Labor is treated as a commodity, a something to be bought and sold as wanted, the result is that when the laborer's one commodity is not in demand prices fall, although it may be at the very time when the laborer's needs are the greatest. The coal shovelers were in this predicament, their wages were reduced in the dead of winter.

In an interview reported in the *New York Sun* with some of the strikers, one of them is credited with this pathetic little speech: "The public don't understand what a trifle it is we ask. If the companies should grant all of our demands it would only make a difference of from 2 to 3½ cents per ton on the cost of handling the coal."

It is not clear whether the top men at other ports who had been receiving only 20 cents per ton were dissatisfied previous to the

Elizabethport movement, but it is certain that they were in sympathy with the strikers. The rule of the companies seems to be that an advance or reduction by one goes for all. The men acted on this. Some of them, particularly at Weehawken, thought it expedient to assert themselves, and instead of waiting for a cut they decided on asking for an advance and so anticipate any other reduction. It was decided by all the laborers to sustain the Elizabethport top men in their strike and to make a move all along the line if the advanced rate of $22\frac{1}{2}$ cents at Elizabethport was not restored. The alleged combination or syndicate of the great companies regulating the output was an example for the laborers of a self-asserting policy. The "trimmers" who, as already stated, are paid by bulk and not by time, demanded an advance of a cent a ton. They were receiving "3 cents a ton for loading open boats, 4 cents for deck boats and 3 to 7 cents on schooners." Their pay was, however, subject to deduction. The boat owners or coal buyers were charged with the wages of handling the coal by the companies, and the companies charged the laborers an enormous percentage, sometimes as high as 20 per cent. for making collections from the boatmen. This "shave" was not all. The company had boats of its own sometimes, and it is alleged that men were obliged to trim coal on these company boats for "one cent" per ton. This was an off-set for the privilege of working on the company's premises. It is but just to say that the company retorts that oftentimes a boat carrying 100 tons received 80 tons of her cargo by the mere turn out of the chutes, and that the men had only to put in the odd 20, and get pay for the whole bulk. If so, of course the "one cent" per ton was better than it seems.

The demand of the trimmers was afterwards reduced to writing and presented. It ran thus:

"A bill of grievances presented to the Delaware and Hudson Coal Company by the coal handlers at Weehawken, as follows:

"We, the 'topmen,' and every man employed at the dumping of coal into vessels and canal boats of your company, ask 25 cents per hour. The average number of hours worked per day throughout the year being about from 8 to 9 hours per day, therefore our demand of 25 cents will scarcely average \$2 per day.

"We, the 'trimmers' employed at Weehawken, respectfully ask of your company the following rate for trimming: Eight cents per ton for

double-decked schooners; 8 cents per ton for barks and brigs; 6 cents per ton for single-decked schooners; 5 cents per ton for hatch boats, and 4 cents per ton for open boats, company boats included.

"We also demand that each and every man of us be assigned to the places we have left.

"The above grievances shall be settled by arbitration by our representatives, which is D. A. 49, K. of L."

This formal demand met with no favorable issue. The company replied that it had not been presented until after the strike had been on a week, and that in the meanwhile the company had partly filled the places of the absentees. Furthermore there was a verbal claim, not mentioned in the written article, for 4 cents a ton on shipments from Rondout, and not handled by the Weehawken men, which could in nowise be conceded.

The companies, as already stated, are in concert. The first attempt to check the strike was at Weehawken. The Delaware & Hudson managers hired a squad of foreigners, and sent to Pennsylvania for miners, in order to satisfy the demands of urgent customers, with whom they had contracts. As soon, however, as the striking laborers got wind of this scheme, they put themselves into communication with the Pennsylvanians, who promptly threw up their job, leaving the German or Hungarian green hands, to whom this style of labor was quite new, in possession.

The attempt at obtaining help from the outside by the coal companies, led to new complications. The Jersey Knights of Labor put themselves in communication with the New York Knights, and called for coöperation and support. It was decided by those having authority in the labor ranks that a crisis had arrived in which the power of united labor against united capital must be tested. District Assembly No. 49 took the matter in hand, and the first step before opening a strong campaign with adverse action, was to call on the local representatives of the coal companies and try to bring about a settlement by conciliation.

The Jersey laborers, however, were in no humor for a paper war of compromises. Pending the pacific action of the general body they made a visit to the yards where the cheap foreign labor was employed. A committee of them were deputed to confer with the Hungarians, but the local police and deputy sheriffs in charge refused them entrance. The remonstrants went away, but returned a few hours afterwards with reinforcements, and then with blows and violence they drove off the recruits.

As soon as D. A. No. 49 K. of L., had taken the matter in hand, other trades in affiliation necessarily became parties in interest. Boat owners, lightermen and those engaged in the transport of coal were directly affected, and there was the prospect of including longshoremen, cartment and others engaged in waterside labor. The price of coal went up. Wholesale consumers, who carry their own stocks, were the last to feel the pressure, but the poor, who buy day by day from small dealers in small quantities, felt the pressure instantaneously; not only in a rise of price, which rapidly advanced, but also in the stoppage of charitable doles and gifts, both public and private. It was not long before retail buyers were paying the enormous price of \$12 a ton, and many were unable to get coal even at that price, and in the bitter weather of a very severe winter. Some of the largest consumers—the Steam Heating Company, for instance—when they found their coal on the point of exhaustion, hired boats and laborers and brought a supply across the river. Some who were farther away from the Jersey depots or who could not make arrangements for relief of their needs, knocked off work altogether. Among these was one, if not more, of the great sugar houses. The natural result was an advance in the price of sugar, which, though small in the wholesale deal, was an excuse for a large comparative advance by the retailer. In short, there was not only present privation, but a grievous apprehension of worse to come.

At first the strikers and those in sympathy with them were, on the whole, peaceful. The laborers simply laid down their shovels and waited until the employers should accede to their terms. The employers, however, were in no haste; they had a large proportion of their season's coal on hand, their contracts were made, and they were not obliged to hurry delivery.

The agent of the Reading company explained at a subsequent date how the coal operators fixed the prices of coal. The members of the Schuylkill and Lehigh exchanges appoint committees, who fix prices for city and harbor trade; they meet every month; the 1886 price for white ash stove coal in Philadelphia was \$4.50, while the cost of coal ready for shipment at Port Richmond was \$3.85. It used to be common to cut below circular prices, but of late prices had been pretty well maintained. There were thirty individual operators in the exchange besides the Reading company. The prices for coal are usually based on common sense. Regard-

ing the cost of production, the value and cost of transportation, they were very low. By prices for 1886, about 30 cents per ton were lost, which showed that they were too low. This loss, of course, was only on paper, a question of account or book-keeping.

If "A," the coal owner, agrees with "B," the carrier, to keep the account of mining separate from the carrying account, but at last to divide the proper result, it is easy enough to show that transportation is too costly, particularly if the transportation stock be heavily watered, and has to pay interest. Lower prices could only have been made by a reduction of wages of labor at the mines. Labor constitutes five-sixths of the cost of production. To have reduced the prices of labor in 1886 would have been unjust, under the then condition of affairs. Effectively, the strike of top men and trimmers compelled an increase in the retail prices at New York. The handlers did not really put up the price, but it gave the dealers an opportunity for a little harvest on account of the scarcity.

It has already been stated that contemporaneously with the coal handlers' strike there was a strike of longshoremen, the laborers engaged in handling freight, stowing cargo and working about vessels when in port not being mariners or seamen. These men were hired by the hour or day, and usually their time of hiring lasts through any job on which they may be put. Without being directly connected with the coal shovelers, the two classes are in frequent business communication.

The New York longshoremen and the Old Dominion Steamship Company had got into a snarl, the particulars of which are detailed elsewhere, and the longshoremen refused to handle freight for that company. To make this strike effective they declared a boycott against all other carriers by land or water who should handle freight in which the Old Dominion had any interest; thus freight for foreign ports if brought in by the Old Dominion could not be taken aboard out-going vessels. The steamships needed coal for fuel, and the longshoremen and the coal handlers were thus in sympathetic action, and worked, as it were, side by side.

At the first outbreak of the coal trouble it was thought by the local authorities in New Jersey that they would be able to afford all necessary protection to person and property. The Reading was in chronic legal trouble, the Jersey Central was in the courts and under receivership. The receiver was authorized by the court to issue a proclamation to all whom it might concern that any interfer-

ence with the business or with the employés of that company would be treated as a contempt of court and punished. Deputy sheriffs had been sworn in by local authorities, as it was thought, in numbers sufficient to meet the exigencies of the case; but when an attack on the imported men at Weehawken, one of whom died from injuries received, was repelled by the Jersey City police, the deputy sheriffs were conspicuous by their absence, and it was currently reported that many of the deputy sheriffs were in sympathy with the strikers and accepted their badges for the sake of the day's pay, but without intention of running risks in the discharge of duty. Some of the coal yards and depôts were well fenced and capable of being held against outsiders; others were open to all comers.

The *Coal Trade Journal* says with remarkable independence on January 12: "It appears to us that the reduction in the wages under the circumstances — which was the ostensible cause of the strike — was injudicious. As matters were moving along regularly and prices more remunerative than at any time during 1886, and with no surplus pressing on the market, it was injudicious to try any experiments with the laborers. The rates of wages paid were not exorbitant, and the result will prove that it would have been better to let well enough alone."

The *New York Herald* on January 14 says: "The responsibility for the continuance of the coal strike and the suffering entailed upon the community lies with the coal companies. They are bound either to fill the places of the strikers with other men, or to make terms with the strikers themselves. To do neither is a flagrant violation of their obligations to the State."

The *Sun* on January 13, expresses itself thus: "Have the coal-handlers a right to strike and to make their fellow-laborers take the consequences? Of course they have. They have just as much right to strike as laborers in any other trade. This is true of all strikes, however, though the coal strike illustrates it with an emphasis more than usually harsh. Whenever any standard of wages is raised arbitrarily through the power of a labor combination it is raised mainly at the expense of some other set of laborers. This is a universal truth and in the end no human agency can change it."

This axiomatic proposition seems to suggest that no laborer has a right to improve his condition without previously looking round to see if any other laborer suffers by his betterment. A bit of altruism which if put into practice would prevent all advance in prime cost. But why not extend the rule to capitalists?

The *Rochester Union and Advertiser* speaks out on the topic as follows: "There is a coal famine in New York owing to a strike of coal handlers at Weehawken on the Jersey side, and the *New York Herald* hits the nail squarely on the head when it says the responsibility is upon the coal corporations. It will probably take a few more coal famines or freight gluts or railroad tie-ups to rouse the people to a realizing sense of their rights and of the necessity of asserting them by enactment and rigid enforcement of law upon the corporate creatures of the State. The difference or dispute about wages with employés is no more of an excuse or justification for a coal company or a railroad company or any other kind of a company of a quasi public nature to suspend for a moment its operations to the inconvenience or damage of the public it was primarily created to serve; than a difference or dispute about the price of iron or nails, axle grease or paint or putty, or anything else that enters into the equipment and operation of the machinery of the artificial concern. And it is the fault of the public alone that such a great outrage as the existing coal famine in New York is perpetrated with impunity. The corporations, irresponsible in body as well as soulless, are not after all much to be blamed for running rough shod over their creators and masters, when the latter lie down to be trampled on."

After the fight at the Weehawken docks a squad of police had been borrowed from Jersey City to keep order and prevent another attack, but Mayor Cleveland, of Jersey City, in vigorous language condemned the employment of Jersey City policemen to protect the Weehawken coal yards. He said over his own signature that he considered the position taken by the coal monopolists as one of oppression. That there was no excuse in his judgment for a reduction of wages. It was only a scheme to put up the price of coal. He averred that while he could not direct the action of the Jersey City police, he would sign no warrants for the pay of the men during the time they were doing the coal company's work, adding, "if the department is to be used at all, when the peace has not been broken, it should be used to protect the workingmen in their struggle for existence." He considered that strikers had a right on a public dock while on a private dock it was the owner's right to protect his property, but not to call on the police unless there was a breach of the peace.

It was hoped at first that the fact of the Jersey Central being under receivership and so within the order and disposition of the courts would afford a chance of relief to the other roads. If the

Central could hire labor and get to work this would raise the blockade. Other companies could then employ labor and follow the Central's lead. The Central, however, was in no hurry to begin or to test the efficacy of the court's protective order. The Reading company might have taken the same step and applied to the court, but this was not done; possibly it was not so important to the company as to the laborers and the consumers.

It may be noted that from the very commencement consumers and dealers sent carts and wagons across the ferries and hauled coal to New York. This was not an adequate supply for the great mass of consumers, but it mitigated the grievance. At all events it goes to show that the strikers maintained their position from principle, and not with an idea of creating panic or forcing concession through public inconvenience.

A public notice by the New Jersey Central receiver shows, in the company's own language, the cause and nature of the dispute with their employés. This notice was published January 15:

"There is no strike among the employés of the railroad. The strike is entirely confined to the coal handlers in the employ of our shippers at Port Johnson and Elizabethport. The strike, however, interferes none the less with the movement of our coal trains, because it stops shipment of coal at these points. The effect of the strike, however, upon our business is so serious that we have deemed it our duty to inquire into its merits, with the view of urging a compromise upon our shippers, if we found that their position was in any way unjust to the men.

"The shippers are willing to pay 20 cents an hour. This is the amount paid by all shippers on New York waters prior to the strike, except at Amboy, where we understand the men receive 19 cents per hour, and at Port Johnson and Elizabethport, where in view of a threatened strike last summer, the Reading Company yielded to an advance to 22½ cents. The men have apparently declined to confer with their employers, and have referred them to D. A. No. 49 Knights of Labor. The officers of D. A. 49 have requested a conference with the shippers, but in most instances these shippers have not been willing to recognize their interference, and have only been willing to treat with the men directly.

"We understand that the men wish an advance to 25 cents per hour. The work of coal handlers is unskilled labor like that of section men on the railroad. Section men on our railroad, are now receiving 12 cents an hour for no more severe labor than that for which the coal handlers are offered 20 cents.

"While this difference in the rate of labor per hour is admitted to be in favor of the coal handlers, they urge that their employment is not continuous. We have inquired as to the average amount received by the coal handlers from our shippers for the past month of December, and understand that they receive on an average over \$40 apiece. This was for 26 days' work, as shipping was suspended on Christmas as well as on Sundays. We cannot but believe that that is ample pay for this class of work, and therefore cannot urge our shippers to pay more. We do urge that all old men have ample opportunity of returning to work at 20 cents per hour. In case old men refuse to return, new men will be engaged in their places. We expect that work will be resumed early next week.

"The strikers at our wharves have behaved in a perfectly peaceful manner. We have no fear of interference from the men. We do anticipate, in the event of the resumption of work by new hands, trouble from evil-disposed persons, who always take advantage of such an occasion. We shall be prepared for any such emergency, and shall take adequate means to protect the property of the court in our hands. We have done all we can to meet the demands for coal by transferring it in cars to New York. There has been no advance in the price of coal by our shippers, and there has been no advance in tolls on the railroads.

"The loss to us and our shippers is very considerable, but the loss unavoidably falls in a greater degree upon the poor who buy coal in small quantities. Small dealers may profit by the strike, but the railroads, shippers and miners certainly do not."

By a thoughtful reading of this we find that it was many days in preparation after the first demand before its final proclamation. It compares the work of coal loading, its grime, its unhealthiness and its uncertainty with the work of the section hands, who get only 12 cents an hour (as if 12 cents an hour were a normal standard). As to the continuousness of the labor and the total of wages, the December payments are adduced, giving that most deceptive of all figure statements, an average, which average, however, only amounts to \$40 for 26 working days, without specifying how many hours the day included, nor whether December is or is not a fair average month. As to the question of skill involved in either class of labor, that may be met by the suggestion that there are probably more men who could take to gravel shoveling than to coal shoveling, and that the rate of pay to one class of labor is not determined by the rate paid to another class. It is quite certain

that the rate paid to strangers and foreigners who took the places of the strikers was vastly higher than 20 cents an hour; nor were they a superior class of workers drawn off from the surplus of other better paid trades.

In contradiction to the \$40 a month statement one elderly man, who had been at work many years, a top-man, said that he had never at any time made more than \$30 a month. In the summer of 1866 he had earned \$16 a month, and oftentimes much less. One week he had taken home only 72 cents. "In a long day," he said, "I sometimes get out two or three hours' work, but I must be on hand. We generally do most work during the cold and wet weather and we have to stay out on the trestle whether we are working or not." This story of work and waiting was told in the presence of others. He spoke for the party and they all signified assent. A young man then took up the subject, and he spoke as if he had some reading as well as practical knowledge, talked about statistics and average rates, and affirmed that a coal trimmer's pay did not average more than \$20 a month of regular hours. Longer hours brought, of course, some addition to the total. He told also of a "trimmers' rot," a dreadful malady, the result of foul air, coal dust and changes of temperature, when men left the close, stuffy hold of a vessel to stand out in the rain or the frost without shelter.

In further contradiction of the assumption of the coal handlers' work being unskilled labor, is the statement of a coal handler, reported in the *New York Herald* January 17th, who, by the newspaper statement, must have been both intelligent and worthy of respect. He explains:

"Take the average of top men and deck hands and they do not make more than \$7 a week in a year's work, even at 22½ cents an hour. They have to report at a quarter to 7 A. M., and answer to their names. They must then wait around to 11, to answer to their names; the same in the afternoon. They get no pay for this waiting. I have often seen a hard working, skillful coal handler go away with 50 cents for his 2 weeks wages. When trade is good they can make \$1.35 at the old rate and \$1.17 at the new." He adds: "Coal handling is skilled labor, and to learn it a man must serve a long and laborious apprenticeship. This is proved by the fact that when new men are employed they are always put under the instruction of old hands, and have to learn the trade just as well as any other. Besides, coal

handling is extremely dangerous. Locomotives are running up and down all the time, cars are being shifted, and there are a thousand dangers to avoid. In dumping cars a green hand is apt to fall through and get crushed, and even with well trained men accidents are not rare. There is no more wearing work. No matter what the weather may be the dockmen must do their work, and often through the heaviest storm. If a man refuses to work he is told to go. Trimming vessels is the hardest kind of work. The coal must be distributed evenly in all parts of the hold; sometimes working on their hands and knees, and always in stifling atmosphere. I have seen these men in summer time, when they work naked except for overalls and boots, scrape the dust-thickened perspiration off each other's backs with the shovels. Trimmers seldom last more than 15 years."

The monopoly by the companies of the trade in all its details, and the firm control held over all employes, is shown in another phase, as follows: The Delaware and Hudson Canal Company has its principal depot at Honesdale, whence barges convey the coal to Rondout during the summer. There are over 2,000 of these boats. The boats are said to cost about \$1,300. They are sold to boatmen at a considerable profit, part of the purchase-money remaining on mortgage of the boats. The boatman, of course, gets the trade, for which he has to pay back a very large proportion of his earnings, which are not very great, seeing that the boats can only be worked while navigation is open. Practically this is a kind of serfage, as many years are needed to work off the mortgage, after which the boat is worn out, and the owner is at the company's mercy in the matter of future freights.

To return to the history of events. The companies, in place of being propitiated by this conciliatory conduct on the part of the strikers, reiterated from day to day that they would not give in, and asserted their indifference as to results, as they stood protected under their contracts by an effective "emergency" clause. In some cases there was an interruption of the cartage traffic, but details of the cause and extent of interference are not furnished.

January 17 a new element of disturbance was introduced into this struggle between consolidated capital and combined labor. Mayor Cleveland, of Jersey City, having expressed, as before mentioned, his dissatisfaction at the employment of police out of their district, the coal owners fearing that the local police of Hoboken and Weehawken, even with the assistance of deputy sheriffs, would be

insufficient to maintain their "no surrender" position procured the assistance of a hundred extra men from the well known Pinkerton detective agency. These men were sent over to Jersey. They were armed. They were sworn in as local constables. Their function was intimidation. Their professed purpose was to prevent all demonstrations or interference with the coal companies' works or hired men by the striking laborers. The companies might say that these strangers were brought in to repel force by force. The Pinkertons and the other ordinary force were put on guard, and it was decided by the consolidated companies to push through in spite of opposition and at whatever cost. The interest was concentrated on Hoboken, the shipping port of the Delaware, Lackawanna and Western. The *morale* of the position was stated by a local clergyman, thus: "The men on strike are, without exception, hard working citizens, the most of them with families to support. I have cautioned them to avoid violence or disorderly conduct; that they have followed my advice is shown by the fact that not a single arrest of a coal handler has been recorded since the strike commenced. The reduction from 22½ to 20 cents, *at a time when the companies were raising the price 50 cents*, was manifestly unfair. Now, I boldly say that I have publicly advised the men at Port Johnson to remain on strike until the coal handlers employed along the coast, from Perth Amboy to Weehawken, are accorded the rate of wages they demand. If the men were guaranteed work at 20 cents per hour it would not seem so bad, but they may be only able to get a few hours per day. Then, too, when the companies have a special vessel that they are anxious to get off the men frequently have to work all night."

On January 17, at which time the Pinkerton specials had been put on guard, a strikers' committee waited on the Delaware and Lackawanna Company, but they were at once dismissed with the answer that the company had fully decided to make no concessions. Meanwhile, various large consumers had been able to obtain supplies in some way or other, and in particular the Long Island railroad had been able to transport considerable quantities from shore to shore across the river and bay, so much so that the pressure in Brooklyn and vicinity had been somewhat abated. The work of handling the coal was done by non-union men, many of them foreigners, but at a heavy outlay for protection by police, deputy sheriffs and Pinkerton men, beside the comparatively larger amount

spent in wages for the work actually accomplished. The leading men of D. A. 49 were meanwhile using their best efforts to bring about a settlement on the basis of higher rates, waiting on the companies' agents and representatives, and it was understood that all trades in the District Assembly would coöperate in enforcing the strikers' demands, while on the Jersey side the brakemen and railroad employés would, when called on, join in the strike and refuse to run coal trains, while from the mines there came a dispatch announcing that the miners would cease work if foreigners and non-union men were put to work in Hoboken.

On the very first day that the Pinkerton men were put on guard their presence and purpose were made known by an assault on a peaceful striker who was ordered off the premises, was seized by the collar and shaken, and a bystander who remonstrated was struck in the face with a club by one of the Pinkertons and seriously hurt. These men were armed with clubs and revolvers. This unpleasant incident took place at the Delaware and Lackawanna yards, where work had been actually resumed with as many outsiders as could be obtained, many of the recruits having been brought from Scranton and elsewhere. About 250 men were thus at work. This resumption was only partial, however, and limited to Jersey city, Hoboken and Weehawken. The Port Johnson, Elizabethport and Perth Amboy business remained at a standstill.

It was notable at this time that the Brooklyn dealers were supplying their customers at lower prices than the New York dealers. This seems to have been due to the spirit and enterprise of the Long Island Railway Company, who did their utmost to force a supply and to accommodate the public. Whence or how they got a supply when others were standing idle with folded arms, is not made out. Up to this point in the history of the strike, it seems that the soft coal supply had not been interfered with. About January 20th, it came to be understood that the soft coal owners, who largely supplied the steamships, were working non-unionists, and a protest was made by the strikers and their representatives, though no immediate action was taken to check the traffic. It is proper to record that at this time when the strikers must have been suffering privations in what they considered the assertion of their rights, they were perfectly peaceful. Messrs. F. A. Potts & Co., very eminent in the trade, are reported as saying: "The strikers have conducted themselves with rare

wisdom and moderation since they went out, except in that they did not come back to work."

This would justify an inference that the importation of over 150 western armed men was an act of superfluous self-assertion.

It is also noticeable that at Elizabethport, where there is a very large trade and much water shipment, the mayor thought it quite unnecessary to swear in specials, there being no trouble except a passive strike.

On January 20th a very serious incident occurred—a lad was shot dead by the Pinkertons in Jersey City.

There is a piece of waste land adjoining the Delaware and Lackawanna depot on which the boys are accustomed to play ball. In the winter it is under water, and the boys skate on the ice. The Pinkertons had thrown out a picket, which was outside the company's premises, and controlled this play-ground. The boys, whether in summer or winter, are apt to get into skirmishes. On this occasion the usage was kept up. The Pinkertons looked on. Some youngsters, more venturesome than others, made a target of these foreigners, and threw some pieces of ice at them. The same thing has been done in times past, and the local police, to the manor born, took no offense at this rough play. The Pinkertons, however, looked at it as an insult, and they shouted at the boys, who only repeated their pernicious activity. One boy threw something, which struck a policeman, who retorted by throwing his locust, which hurt the lad severely. Two or three hours afterward the fun was renewed. Thereupon some of the Pinkertons drew their revolvers and fired, they said as a remonstrance. One of them, however, is said to have aimed at a particular boy, who, as it turned out, was only a passer-by, watching the fun. The lad was shot dead. Of course this homicide was stigmatized as an outrage, and led to a great deal of press and public comment on the impropriety of the great coal company's action in hiring armed retainers to suppress a labor dispute. The two Pinkertons were held for trial.

This sad incident had its effect on public sentiment. It helped to extend the strike to New York. The longshoremen who handled freight on the North river, the International Boatmen's Union and the coal shovelers, who had already shown sympathy with the Jersey handlers, now decided on effective action and determined to handle no coal worked over by non-union shovelers

or handlers. It has been already shown how D. A. 49 had endeavored by negotiations to induce the advance of wages demanded by the Jersey men. The action of the longshoremen and boatmen was only the outcome of these ineffectual parleyings, to which the killing of the boy was a climax. The companies on the Jersey side had in a measure established their ability to furnish some supplies, not enough to meet all demands, but enough to satisfy the large consumers. It thus became expedient to extend the scheme of operations and to include all the workers and Knights of Labor whose calling were in any way connected with coal. This in effect would reach the whole population, since coal either for heating or for raising steam is, after food, one of the chief needs of modern life. A general refusal to handle non-union coal, in other words a coal boycott, was declared. This boycott reached even as far as Philadelphia, where, as reported, Knights of Labor refused to handle coal for New York. The Boatmen's Union owned not less than 1,000 boats, a large number of boats were owned by the coal companies or by the great coal dealers, but the difficulty would be to get even the last named manned. Non-unionist laborers would hardly dare to enter into collision with a powerful organized body. Even coal for charity was hung up. An assault of a very serious nature upon a boat owner named Ware, who was endeavoring to unload coal himself, was one incident which showed that the fighting end of the strike had been connected with New York. The incident was as follows: The canal boat had been loaded at Hoboken by non-union men, and had been towed across to the foot of Morton street, North river. William Farrell, a part owner, had sent men and carts to take away coal. A squad of about one hundred men gathered around and jeered at the work and workers. This went on until noontide. After dinner, when work was resumed, a man in the crowd threw a brick at Ware as he was going into the lighter's cabin. The brick struck Ware on the head, and, as it turned out, fractured his skull. He was, however, able to take out his revolver and fire it. Police then came up and kept back the crowd.

The Knights having taken the matter in hand, patrolled the piers and waterside streets and endeavored to check operations.

The union boatmen were, however, in a minority when compared with the other boat owners. A number of boats were, however, at that season, the depth of the winter, tied up or frozen in at the

wharves, the difficulty being to find handlers to load or discharge them, non-unionists having no protection against organized force. The opposition of the union longshoremen and shovelers to the handling of coal on the New York side really removed the seat of war from New Jersey, for it seemed almost possible at that time, January 24, for the coal companies to have carried on operations independently of their own regular men, but to load coal that could not be unloaded seemed a waste of time, and the coal carriers preferred to wait the course of events. The strike of the longshoremen against Old Dominion freight handling did not affect the coal strike, except as a matter of sympathy, and as a new knot in the general complication.

The time had now arrived for a formal declaration on the part of the Knights of Labor.

On January 25, the press, and particularly the *Herald*, announced that a general order had been issued against handling soft coal by members of the organization. Boatmen were not to handle coal loaded by non-union men, nor cartmen to carry coal handled by non-union men. It was settled to be inexpedient to call out the miners, as it would be more detrimental to the companies that they should pile up a stock of coal for which they had no market.

This decision was not much of an addition to the action already taken, but it made the strike general and official. It was also intimated or allowed to transpire that there were other and broader measures in view, and an addition to the New York dissatisfaction was made known in the refusal of the brakemen on the Jersey Central to handle "scab" coal, with a further intimation that firemen and brakemen on freight trains would follow suit.

In New York city the pressure on the small consumers became very great, while the great steamships could not get their coal aboard, it having been put on the lighters by non-union men, while the Charity Commissioners of New York city were obliged to stop the grants to the indigent and needy. On January 27 it was announced that the Ocean Association's executive board had issued their manifesto to shippers, etc., as follows: "A resolve has been made not to handle any coal whatever by 20,000 longshoremen. This resolution stands until the coal men now out on strike are fully recognized and their differences with their employers properly adjusted." An important official is reported to have remarked that the daily supply of coal for New York city is estimated at 16,000 tons. This

quantity can be easily handled by a thousand shovelers at the railroad chutes, after which it has to be unloaded, reloaded and delivered all over the city. He added, "It is ridiculous to suppose that a thousand shovelers would be allowed to paralyze a great city." True enough; yet it might also seem ridiculous that 2½ cents per hour, \$250 per day, should be the only matter in difference for the suffering entailed on nearly 2,000,000 of people in respect to an article of prime necessity that touches the warmth, work and food, in short, the life of the community.

While the strike had been thus extended on the New York side of the river, it goes without saying that matters were still unsatisfactory in Jersey City. The difficulty in obtaining new labor had been only partially surmounted; even the recruits were apt to show dissatisfaction, either at the work, the wages or the rations, while the efforts at work were spasmodic and uncertain. Work at the soft coal dock in South Amboy had been stopped, the men having struck in obedience to orders from headquarters, but, as they are represented to have said, without any grievance of their own.

The press at this juncture seems to have been divided in opinion, according to their interests or predilections. The leading capitalistic papers were consistent in condemning a great demonstration which had its small beginning in the discontent of a few dozen common laborers over a small cut in their wages; others and not radical extremists, took the part of labor, and thought combination was the only remedy available, justifying the course taken by the great body of laborers in defense of a position that affected the common interest.

The *New York Star* said:

"In considering the occurrence of the coal strike, it must be remembered that its trouble did not originate with any act of the workmen. It commenced by a cut in handlers' wages, by one of the companies, which reduced the rate from 22½ cents per hour to 20 cents. The original attitude of the men was a defensive one, and the whole course of the Knights, in aid of the strike, is in the enforcement of a demand for fixed rates of living wages. In other words, one of the members of the great combination, a monopoly that assembles in a little office in New York from time to time to limit the production and fix the price of the fuel of the people at just what it pleases, struck against the poor laborer who from morning till night toils at the

handling of coal, and cut down his wages $2\frac{1}{2}$ cents an hour. He rebelled against the arbitrary action of the monster—a monster that strikes both ways, extorting what it chooses from the people's necessities on the one hand, and attempting to withhold from the necessities of labor on the other. His organization sustained him, and every other organization in relation or sympathy in the same field joined hands in aiding his resistance. The responsibility for all is upon the coal monopoly, which stands behind its offending members. Let not that fact be forgotten."

The strike was now under direction of D. A. 49, and included the grievances of the longshoremen and of the coal handlers.

In the first week of January, 1887, the Old Dominion Steamship Company, trading between New York and southern ports, decided that they would no longer pay 25 cents an hour to their stevedores. They decided that the pay should be commuted into \$12 for sixty continuous hours, which effectively was 20 cents an hour. For over-time, impliedly night-work, they would pay 25 cents per hour. They were of the opinion that full time at the reduced rate would be better for both parties, employers and employed. As an offset to the company's new terms the men demanded that all work should be at 30 per hour, with double pay for night-work. If the men had been getting full time at 25 cents per hour it would follow that \$12 for a week of sixty hours would have been a reduction. If, on the other hand, they were not getting full time \$12 a week might have been to their gain, unless they reason that at the higher price they could afford to lie idle a part of their time and be as well off at the end of the week, or that they would fill in their time with other employés, the usage of the trade being to pay by the hour. The company's decision was, however, final and the freight handlers struck. The company's officers must have anticipated some difficulty, to obviate which, should it arise, they had imported 50 laborers from the south, and with these and others picked up in the city, when the New Yorkers refused to work, the Guyandotte was loaded and sent to sea in good shape and upon time. The strikers, who were about 150 in number, some of them union men, others Knights of Labor, made up of longshoremen and other kindred callings, were not content to let the matter rest in a strike between the Old Dominion and their particular stevedores. They determined to extend the strike lines. They concluded to reach the outside connections of

the Old Dominion, and declared a boycott on the transfer of freight to or from that company. A large proportion of the Old Dominion's freight business is the bringing of southern produce to the port of New York, thence to be transshipped to Europe or other points. They are a strong company and send off a ship every day. The most strenuous efforts were made by the longshoremen to prevent the transshipment, and they sought to boycott dealings between the Old Dominion and other lines. If this could be accomplished it would be a serious damage to the Old Dominion.

Stevedoring, or freight handling and stowage, is not only hard work requiring strong men, but it calls for skill and experience to place the cargo in good order so as to prevent its shifting about. Bad stowage is of importance to insurers, while bad package or leakage may cause great damage. Green hands or poor labor is a great detriment to shippers and shipowners. The company seems not to have felt sure of its position, for it opened negotiations and offered the 30 cents per hour for day work, with 35 cents for night work. This latter the men refused. They had demanded double pay for night work and there the matter rested. The men did all they could to break connection between the Old Dominion and other lines, while the company did as well as they could with such help as they could get, beside which they insisted on connecting lines fulfilling all contracts and receiving freight transferred to or from other points. If their position could not be maintained Southern freight to and from Europe would have to be forwarded to other ports, Boston and Philadelphia, for instance. If on the other hand other vessels continued to handle Old Dominion freight in spite of the boycott, there was danger of a general strike by all the longshoremen, which, however, suicidal must be productive of much loss and great inconvenience.

A committee of the Transatlantic steamship companies received a committee of the longshoremen, January 13, and the matters in issue were discussed. The Transatlantic companies had no terms to propose; they simply stated, as the fact was, that they were under contract obligation to accept, deliver and to forward goods when offered for shipment, and were liable to suits for refusal. The men replied that the matter all lay at the door of the Old Dominion, which had only to pay the new union rates, and there would be no trouble. The men had no dispute with the Transatlantic steamships as to their own proper freight; their objection

was to the handling or forwarding of Old Dominion stuff. No understanding was arrived at.

The New York strike extended to Norfolk, Va., and the company there had to call on the authorities of that city for protection, and the State Guard was turned out to superintend loading, and keep the dock clear.

The boycott had an immediate effect on shipments. One case will illustrate the position: Among other freight, a large quantity of tobacco, 300 hogsheads, was under contract for shipment by a French line steamer. A portion of it was traced back to the Old Dominion; the longshoremen put an embargo on the whole lot and refused to handle any of it, or allow it to be put aboard the French steamship. A small quantity had been already put aboard from the lighters which brought it from Brooklyn. The longshoremen claimed that this should be taken out of the hold and put back on the lighters, and it was only as a concession to the company, with whom otherwise they had no grievance, that they consented to these hogsheads remaining on board. The Old Dominion were able to get rid of their freight for local delivery, but a large quantity, stated at 1,500 tons, for transshipment was piled up at the Old Dominion dock, which could not be transferred to other lines, whose owners, even if they sympathized with the Old Dominion, would not take the risk of a quarrel with the whole body of longshoremen and so interrupt their entire course of business already hampered by the contemporaneous coal strike.

January 19, a conference took place between President McCready, of the Old Dominion, and the strikers' committee. The formal demands made by the committee were that non-union employes be discharged; that wages should be 30 cents per hour for day work, with double pay for night work, and that the men at Norfolk and Newport News should be advanced 10 cents an hour. To these demands President McCready made a written reply, as follows:

"GENTLEMEN.—The first demand, that 'all the present employes be discharged, except those on the lighters and foremen,' I can not agree to. Part of our force consists of old men who have been in the service of this company for many years, some of them 15 years, and I will not discharge old and faithful employes without cause. It would be equally dishonorable for me to discharge good men whom I have employed to take the places of those who left the company's service

without cause. I shall keep faith with these men and discharge none of them who do their duty and wish to remain with the company. I never discriminated against union men and have never asked the question whether my employes belong to trades unions or not, and I can not permit the union to discriminate against our old men, who have served us for years.

"Your second demand, that 'the wages be advanced to 30 cents per hour for day work and 60 cents per hour for night work,' I also decline to accede to. To grant this request I shall be compelled to refuse business that now aggregates over 250,000 tons a year that is handled on our wharf, and which pays the laborers of New York city \$60,000 per annum for handling it. This would not only be an injury to all transportation lines out of New York, but would deprive the laborers here of at least \$60,000 per annum, that is now distributed among them.

"To your third demand, 'that all employes north and south be reemployed without exception,' I would remark, that without exception, they are as free to come back and work in the service of this company as they ever were. We have never discriminated against union men, and will not do so now. There may be a few among them whom I would not employ, but all the good men who wish to go to work again, can work by the hour or week, as they prefer, at the same wages, whenever I have work to give them. I will not discriminate against union men, neither will I allow them to discriminate against non-union men.

"Your fourth demand, that 'the men employed on our southern docks be advanced 10 cents per hour,' I also decline to accede to. The wages paid to the men on our docks at Richmond, Norfolk, City Point, Newport News, and West Point, are higher than the same class of labor gets in any other service. The supply of labor in that section is abundant, and we have had no complaint from any of our employes as regards their rates of pay, with the exception of those at Newport News.

"Now, gentlemen, this is the third or fourth interview you have had with this company. You represented that you came in the interest of our laborers, and as I am as much interested in their welfare as you are, I have endeavored to meet you with every courtesy, giving you all the information I possessed in regard to their wages, hours and treatment, and have patiently considered your demands. I feel that it is due to this company to ask with whom I am dealing. You know that you are dealing with the Old Dominion Steamship Company, through its president. Whom are you acting for? Now, while we

have been considering these questions, and treating you with every consideration, you have not ceased to throw every hindrance in our way to our getting new men, but have also endeavored to intimidate and antagonize every other transportation company in New York. This is an unwarranted, arbitrary and unlawful exercise of power, and until you withdraw this system of boycotting, that is injuring yourselves quite as much as it does this company, we shall decline to treat with you any further on the question at issue. We have all the men we want, and can only take in new employés as occasion may require."

The answer to this inquiry was that the committee then present represented the strikers, but that the individuals had never done work for the Old Dominion. The president's reply defined the company's position as one of negation, leaving the strikers to pursue whatever course they might consider best.

Shippers for Europe were now getting anxious, and a mandamus was obtained by Mr. Kelley, ordering the French line to ship certain cotton tendered them for shipment. On this the longshoremen declared that if the cotton was shipped they would call a general strike. They, however, permitted certain other cotton which had been handled by persons interested in Old Dominion to be put on board foreign bound vessels, after undergoing a certain amount of retransfer and redelivery to and from other coasting vessels, that seemed to savor rather of legal manœuvering than of broad operation on a great principle. This little bit of card shuffling, however, enabled the French company to complete a contract and to get a ship out of port. It was evident that the French steamship interests were not intended to be endangered by the strikers, but at the same time the position was very strained. The English steamships, the Cunarders, Guions, Anchor, etc., had very little Dominion freight offered. One Guion steamship sailed leaving Dominion freight on the dock.

A meeting of agents was held in which it was decided to take Dominion freight if it should offer, and in the event of trouble to hire such non-union help as they could get. In the Board of Aldermen a petition was presented by the longshoremen asking an inquiry into the use and obstruction of the public roadway by the Old Dominion Company. In Brooklyn there was a strike of laborers at several stores, on being called on to handle Old Dominion tobacco. They were replaced by Italians. The German lines seem

to have had no trouble in the matter of freight, partly because no Old Dominion had been offered, and partly because their men were receiving \$15 a week, work or no work. Their discharging port being in Hoboken may have somewhat cut off communication with the New Yorkers. At all events the German lines were not troubled.

Before proceeding to extremities, and after the interview with President McCready, it seemed expedient that the representatives of both labor and capital should have a parley. It is not told who arranged the conference, but it took place. Mr. Henderson, of the Cunard line, was president of the steamship committee and, after the conference, the following report was made:

"The undersigned, having been appointed a committee to confer with the board of managers of the Stevedores' Union, in regard to the action of this body in prohibiting the longshoremen from loading into our steamers cargo sent to us in regular course by the Old Dominion Steamship Company, beg to report as follows:

"We met five delegates of the executive board of the Ocean Association on Tuesday last. These stevedores stated that they possessed advisory, but not indefinite powers. To our first inquiry, as to whether they had any grievance or complaint against any or all of the Transatlantic companies, they replied that they had none, and that the wages paid in that quarter to longshoremen were quite satisfactory. On inquiry why, in view of this fact, they had hampered and inflicted damages upon certain of the Transatlantic lines, in refusing to stow cargo engaged and delivered by the Old Dominion line, they answered by stating that they had a fight with the company and were bound to bring the line to terms; that they saw no adequate means to strike at the Old Dominion except through this 'boycott,' and, while they regretted hurting or inconveniencing the Transatlantic Steamship Company, their cause was paramount to any other consideration.

"We then explained to them that the cargo which the longshoremen were prohibited from loading in our vessels had been engaged a considerable time, probably weeks ahead; that we must forward the same, the Old Dominion Company having completed delivery, and that we were threatened with suits for damages on the part of shippers for our failure to promptly forward cargo engaged *bona fide* before the fight with the Old Dominion line was inaugurated. We explained to the delegates how in our competition with neighboring shipping ports we had to take freight to reach us from all directions

in the south and southwest, and that we could not refuse to take it over any route that shippers preferred, nor could we take such freight under conditions exonerating us from promptly forwarding the same in case of strikes or stoppage of labor, as they, the delegates, suggested we might in future do, since we should thereby frighten shippers and divert freight to neighboring ports where there was no necessity for such safety clauses. We finally explained to them the difficulty of our position in securing freight throughout this continent in competition with neighboring ports, some of them more favorably located than New York, for the forwarding of cargo generally transported and delivered to us by the Old Dominion Company, and how ill we could afford to be hampered in this competition.

"We assured the delegates that our interests were identical; that loss of freight meant loss of labor—their gain our gain. We strongly, but in the most friendly terms, urged the delegates to rescind an order, which we must consider unjust and arbitrary, so far as we were concerned, and suicidal to our mutual interests. We pointed out to the delegates that we did not wish for a conflict with them, but that their high-handed proceedings against us would force us into retaliatory measures, in simple vindication of outraged manhood. The delegates, in leaving, promised to discuss our representation in their own body, and to convene a general meeting of the parties, necessary to rescind their action against us. They expressed themselves to the effect that they had gathered a great deal of information hitherto unknown to them, in regard to the manner in which non-local freight was received here. And we assured them that if at any time they were desirous of obtaining information on points of interest to them in our business, a letter addressed to that effect to your secretary, Thomas L. Sanford, would always secure for them a conference with your members or a committee thereof, and that we would cheerfully grant any reasonable and proper demand on their part."

Friday, January 27, the longshoremen and the coal shovelers combined forces, which included all union men employed in coal or freight handling. The Ocean Association was united with the Knights of Labor, which made it possible for the strikers to extend their influence indefinitely. The Ocean Association issued a manifesto, announcing:

"We solemnly pledge ourselves to stand by each other. The Old Dominion line has adopted the same course as the coal combination. We pledge ourselves to stand by each other until our moderate

requests are granted. We ask only for bare living wages, and are determined to get them. Our organization comprises longshoremen, grain handlers, coal handlers, grain trimmers, bag sewers and lightermen. This combination of wage earners who have made possible the accumulations of the gigantic fortunes for capitalists, are determined to get living wages for our labor."

This manifesto shows that it was no longer a question of the original grievance, the Old Dominion wages and hours. It had become a general strike of the shipping and freight laborers in union, against their employers, who thenceforward were obliged to get help from non-unionists, without regard to persons, nationalities, labor prices or hours. There were now possibly 15,000 able-bodied men directly affected by the strike. The question at issue had expanded amazingly. At first it was a question of $2\frac{1}{2}$ cents an hour for a few coal men, and 5 cents an hour for some longshoremen; now it involved much higher demands and redress of other grievances great and small.

At this date, January 27, it seemed that all steamships in port, excepting only the German and Rotterdam lines, were suffering great inconvenience, and it was currently stated that heavy lines of freight were placed for shipment in other ports.

The strike had extended to the Brooklyn docks and warehouses, and there was a general interruption and delay of work, such green and unaccustomed labor as could be procured being unfit for the rapid and systematic operations usually carried on. Some struck in sympathy with the New Yorkers, others, as the grain shovelers, made a demand on their own account for new rates, 30 cents an hour and double pay for night work. On January 27, there was a parade of all the trades interested. It was quite silent and orderly. There was also a meeting at Cooper Union, in which speeches were made, and a series of resolutions declaratory of grievances was passed, as follows:

"WHEREAS, The lives of the citizens of the United States are endangered by a mobilized body of unscrupulous men organized under the name of Pinkerton's detectives; and,

"WHEREAS, The number of murders committed by this organized brutal body is continually increasing; therefore, be it

"Resolved, That the government hold the organizers of these mercenaries responsible for murder and immediately bring them to trial.

"Resolved, That the government of the United States be called upon to defend the lives of citizens from murderous onslaughts.

"WHEREAS, The feudal baron robbers of the middle ages who aided in the destruction of republics are being imitated by the industrial barons of the present commercial age, who equally endanger our republican institutions by the inauguration of a banditti in the pay of corporations; therefore, be it

"Resolved, That all corporate franchises be immediately repealed and canceled by the government.

"WHEREAS, The civilization of the past has been governed and controlled in the interest of war and destruction, and as the civilization of the future must and shall be controlled by the workers in the interest of industry and construction; therefore, be it

"Resolved, That we condemn the hiring of men for war and destruction."

At another outside meeting there was a decided desire on the part of some speakers, men of authority in the order, to overstep the narrow limits of the particular strike and to deal with larger interests. One speaker, a leader in D. A. 49, said:

"There is much more in the labor question than mere wages and hours of labor. We propose that our organization shall dominate and control every institution in this country. This is our object."

After these impassioned speeches the resolutions passed were:

"WHEREAS, The vast body of toilers have for years been subject to the dictates of the rich and powerful corporations who have compelled them to submit to all the indignities that they have heretofore heaped upon them; and,

"WHEREAS, Being united themselves, and therefore knowing the strength of unity, they have used every means and unscrupulous device to create discord among the toilers; and,

"WHEREAS, Having failed in their efforts to prevent the organization and consolidation of the working classes, they have adopted the starve-into-submission policy, by compelling us to strike against their encroachments upon our rights and liberties.

"Resolved, That we, the members of the Ocean Association of Long-shoremen, the International Boatmen's Union, the Grain Elevatormen's Union, the Bag Sewers' Union, the Riggers' Union, the Bay Carriers' Union, the Tug Boatmen's Union, the Coal Shovelers' Union, and others, in mass-meeting assembled, denounce the action of the coal combination and the Old Dominion Steamship Company, which have been the direct cause of paralyzing the industries of this city

and the stagnation of our trade and commerce, with the possibility of a coal famine, caused through their stubborn determination not to deal fairly and justly by their employés.

"Resolved, That we denounce the existing laws that legalize the combinations of men or corporations for the purpose of controlling the necessities of life.

"Resolved, That we respectfully call the attention of all those who shall be elected to the Constitutional Convention to these laws, which discriminate so unjustly and which are a blot upon our boasted liberties and equalities.

"Resolved, That we denounce the action of any State or municipal government which allows private individuals or corporations to arm such assassins as the Pinkerton patrol for the purpose of inciting honest men to deeds of violence."

These resolutions did not seem to have had any definite bearing on the longshoremen's strike for higher wages; nevertheless they showed the force and number of the disaffected.

The contemporaneousness of the strikes by such a mass of laborers in related trades had the disadvantage of forcing an immense body of capitalists into a common interest. At the same time the very extent of the laborers' strike made the laborers' force an unwieldy body, the trouble of harmonizing which into uniform action was very great, while the cost of their maintenance in idleness was a prodigious drain on the common fund. The general public, too, which suffered by the coal strike, had small sympathy with the longshoremen, whose demand for increased wages had been conceded in part and for whose work there was a large amount of applicants ready and willing.

The next important incident was the action taken by the Old Dominion Company against the Knights of Labor. The company brought suit against the executive board of the Ocean Association, for conspiracy to injure the business of the company, and got out an order of arrest against the master workman of D. A. 49 and others, who had to furnish bail in the suit for \$5,000, which they were able to do after some little delay. The damage complained of was the diversion of freight and interference with the company's regular course of business. The allegations were, substantially, that the defendants in a representative capacity and without any personal grievance of their own, had conspired to injure the company's business in order to drive the company to pay extra rates of wages to third parties.

The legal action cannot be said to have had any important influence on the then position of the two parties, laborers and capitalists. It could have no immediate effect even on the strikers themselves, for the dilatory proceedings of law would only reach a conclusion long after the strike itself had been settled one way or the other, either by concession or exhaustion. It was a matter of comment also, that whereas conspiracy is an offense against public law, and might have been punished in criminal courts; the rich company preferred to sue poor men for compensation in a civil suit.

At this date, the close of the month, there were signs of a practical weakening of the strikes, at all events in their influence and related interests. The coal carriers and owners across the river were supplied with enough non-union labor to supply the wholesale consumers, the effect of which was to relegate the pressure to small consumers and the general public. The longshoremen in like manner were not able to carry their strike to the extent of making it conclusive. Some freight carriers and shippers were inconvenienced, but the large mass of merchandise to and from vessels was still handled, if not with the usual activity and alertness, at all events in a manner which, though partial and perfunctory, relieved the strain, and to some extent neutralized the strike. Sea-going ships arrived and departed, and the general business, buying, selling and delivery, went on as usual. It was evident that the strike must collapse and die out unless it could be renewed and invigorated by other and more aggressive measures. There was undoubtedly much distress among those workers and their families upon whom the burden of the strikes had fallen.

A fire on the Cromwell steamship dock on the North river on January 29, served to stimulate public interest and to deepen anxiety. It, however, was ascertained to be owing to accident or common carelessness. Still it helped to demonstrate the urgent need of a prompt settlement of the matters in difference between ship owners and their employés. Among so large a number of disaffected it might well happen that there might be some criminals.

A well-known daily paper, which has always claimed to represent the interests of the wage-earners, had the following on the situation in its edition January 30:

"The great strike now in progress in this city is doing enormous damage to the business of the metropolis, and causing much suffering.

For this result the strikers are severely denounced by many business men and others. But have these business men taken the trouble to look into the cause of the strike? If they do, we think they will shower their denunciation on the coal monopolist, where it belongs.

"These coal monopolists, which pay dividends on over a hundred millions of watered stock, have long been in combination to dictate the price of coal, regardless of its cost to them. It has been demonstrated that they could sell coal for \$1.50 a ton less than their wholesale price this winter, and still make ample return on their capital. But when cold weather came on they increased the price of coal 50 cents per ton. On top of this action they informed their coal handlers that their wages would be reduced from 22½ cents an hour to 20 cents. They exacted 50 cents more a ton for coal, and instead of giving their workingmen any share of it, coolly proposed to reduce wages 10 per cent. Against this the men struck. They have since concluded not to return to work unless they get 25 cents an hour. Is not this whole trouble due to the rapacity of these corporations? The Old Dominion trouble is similar in its nature. That company made a reduction of 20 per cent. in the wages of the longshoremen in its employ. The strike followed.

"Some persons say that this is not a proper way for the workmen to get their rights. They should obtain them through legislation. Such talk is ridiculous. No legislation can reach the case. The men have exactly the same right to refuse to work for the wages offered as the companies have to reduce the wages. They have no right to resort to violence; such tactics will not help them. But all the workmen must not be condemned because a few become violent. There is no justice in interfering with the business of steamship companies and others not concerned in this reduction of wages. In that respect the workmen should call a halt. But the point we wish to emphasize is that the coal monopolists are the men guilty of inflicting this enormous injury on the business of New York and the whole country. And they have done it without any reason other than a desire to increase their dividends at the expense of their workingmen and the people."

With a very large number of men out of employ on both sides of New York and in Jersey City and Brooklyn, it would have been strange indeed that there should have been no proposal or suggestion for other than peaceful and orderly proceedings. The papers from day to day told of plans, schemes and suggestions for all sorts of action within and without the law. But happily it was talk. Some-

times men would go to work and the strike would seem to be dying out. The next morning they would not report for duty and for no particular reason there would be a general absence. Unskilled labor, newly landed immigrants and others, would be hired wherever they could be found. They had police protection, and some worked without hostile interference; frequently there would be threats and occasionally assaults took place. On January 30 the usual Sunday labor meetings took place, and much excited talk was reported in the next day's papers. Among other suggestions was one to put the city in darkness, which led to interviews of the gas companies and so to ascertain what extent of interference might be possible.

At the Central Labor Union the state of affairs was discussed and the result was embodied in the following resolutions:

"WHEREAS, In the struggle now going on the men employed by the great corporations which control the coal and transportation business of the port have demanded a fair compensation for their labor; and,

"WHEREAS, The said corporations in defiance of public opinion have decreased the price of labor and their employes have resorted to the only remedy left to them, that of refusing to work for starvation wages.

"WHEREAS, In the furtherance of that resolve and while conducting themselves in a peaceful and orderly manner, they have been confronted with an armed force of irresponsible ruffians employed by the monopolistic coal kings ostensibly to keep the peace and protect property, but really for the purpose of aggravating the workmen to a breach of the peace, and having failed in this, have invoked the power of the government for the purpose of intimidating the men and compelling them to submit to the terms of their employers; therefore be it

"Resolved, That the members of the Central Labor Union, in meeting assembled, condemn the action of the capitalists of this city who by combining for the purpose of controlling production, thereby demanding exorbitant prices for the necessities of life, reducing the price of labor, employing armed assassins to enforce their mandates and holding a power over the people inimical to the perpetuity of republican institutions and a menace to the liberties of the people.

"Resolved, That we condemn the action of the representatives of the Old Dominion Steamship Company, a foreign corporation, in demanding the arrest of five American citizens who have violated no law, but acting in accordance with their inalienable right sympathize with their brothers in their struggle for simple justice.

"Resolved, That our sympathy is hereby extended to our brothers in this great struggle against monopoly, and that we will aid them to our utmost in maintaining their legal rights."

These resolutions amounted to an approval of the action of D. A. No. 49, K. of L., and virtually consolidated the members of the Central Labor Union with the Knights in a common cause.

The possibilities of the strike were practically unlimited, but we see that as yet it included every one who handled coal and every one that was engaged in labor connected with loading ships and handling cargo. One strictly logical sequence was possibly not taken into account, viz.: Those who were not with them, the strikers, were against them, and this in the use of an article of supreme necessity, like coal, involved a vast majority. The leaders must have perceived this attitude of the public, for to conciliate sympathy a protocol was distributed February 1, which ran as follows:

To whom it may concern:

After five weeks of a struggle with the coal corporations controlling the Jersey coast, we find that it is necessary to appeal to all those having the interest of humanity at heart; humanity we say, for it is a struggle, not for themselves, but for their ragged and starving children. So plain is the issue, so just the demands, so necessary to success, that we, the longshoremen, having no grievance of our own, have resolved to sustain them, and have been supported in the position we have voluntarily taken by all men who have not forgotten the motto of the industrial organization of to-day, "An injury to one is the concern of all," the principle upon which we came into organized existence, punctual assistance, so glaring is the necessity of urging from these soulless corporations enough at least to live upon, that we feel called upon to ask for contributions from all sources, and respectfully request that such contributions be sent to our headquarters, No. 127 West Houston street.

(Signed) (Executive Boards of all Interested Organizations.)

At this time estimates published in the public press showed that in the three cities, New York, Brooklyn and Jersey City, there were on strike, longshoremen 13,000, boatmen 1,000, grain handlers 6,000, coal handlers (not in Jersey) 1,500, bag sewers 400, grain handlers 6,000; total, 27,900.

It is not the function of this report to either condemn or approve the resolution of resistance implied in this oddly worded appeal.

It is, however, permissible to observe that organized society has in all history sought its methods of self-assertion or resistance to wrong, in concerted action; submission has been in the last resort. The chief care is to find that there be a worthy cause of quarrel, and that a peaceful solution is not possible. Wages are vital to the wage earner's existence, and any cut down ought to be justified by conditions of trade or other cogent circumstances. In the case of the coal shovelers the wages were small, the work offensive and unhealthful, and there was no middle way between resistance and submission. Less causes have brought about national wars.

The immediate result of this appeal was a very general uprising of trades all along the water front; railroad trucks came to a stand still, the laborers refusing to unload them. Coal delivery was suspended, steam was shut off, mills and factories stopped. The strike was somewhat irregular in operation. At some places men refused to work, at others they continued, new hands were employed, remonstrances and discussions went on between employers and employés, agents and hired men. In some cases the men refused to work at any price, in others the trouble was made the occasion for demanding an advance. Work was active at one point, idleness reigned at another. It was a period of unsettlement. Meanwhile there was fear that prices of food would advance or that the credit of working families, trading at small stores, would be stopped. This must necessarily be the case if the strike should last. The union allowances in aid must have an end, when wages stopped for all, as would be the case in the event of a general strike. Many wild plans were discussed by men who, though not violent, were angry. Among other suggestions of reprisal there was talk of stopping rents. In some instances the Italians and other foreign laborers joined the English speaking strikers, but the disposition to take the strikers' places was more general among the foreigners if they could be sure of protection from threatened violence.

One instance of outrage was reported in an alleged attempt to use dynamite on board the steamer Guyandotte; but beyond the fact of an explosion, doing some damage, there was no information obtainable. On February 2, there were several individual cases of violence, sometimes without the provocation of rivalry or the doing of work that strikers had refused. In one instance a body of 15 or 20 longshoremen fell upon an unlucky Guion line ticket-

seller, kicking and hammering him severely. In another case an assaulted worker drew a pistol on his assailants and wounded one of them. Meanwhile, though the strike had extended by the addition of a large number of sympathizing associations, it was observable that the coal-strikers, the original cause of the trouble, derived little or no benefit from the demonstration. The coal owners had been able to get help, not, indeed, all they wanted, but enough to do a large amount of business without any advance in wages to the new operators, though at a large outlay in incidental expenses for watching and protecting property and workers. Just here there is reason to suppose that the New York longshoremen and others, having decided that they had real grievances of their own, were inclined to think the Jersey coal-handlers' strike a bar and a hindrance.

At this crisis it was reported that Mr. Austin Corbin, a railroad magnate, well-known in New York and Brooklyn, had been applied to, to use his great influence in the interest of a better understanding. There were some who thought Mr. Corbin was hardly a satisfactory pacificator, for he had been the chief man in the Reading, and under his management it was that wages had been cut down. It was further said that Mr. Corbin and Mr. Maxwell, his associate in business, had interviewed some of the coal companies' principal officers and discussed matters. There was another difficulty in the disposition of new hands who had now learned the business. The hour for compromise or settlement had not struck.

The Chamber of Commerce also had the strike matters under consideration, and some members spoke very strongly on the blame attaching to the employers who had allowed discontent to reach such a pitch. A committee was appointed to inquire into the subject.

Among incidents of the strike related as happening in the first week of February, was that of 150 men brought from Cincinnati to work on the Pennsylvania pier. They had not been apprised of the strike. When they learned of it they refused with one accord to go to work, although they had no lodgings, and few of them had any money. This was an important occurrence by reason of the number of men acting together, and the distance they had come, otherwise the sentiment was of frequent recurrence; men were hired, would work for a day or two, then leave off under the influence of threats, persuasion or example, and then new ones would

turn up. It must be remembered that, although the organizations were strong, they were probably outnumbered by men out of work, especially the newly arrived from abroad, or the drifting home population; beside which the strike was a very mixed up business, and it was not easy for even organized labor to be unanimous in opinions or actions. Even men of high commercial standing who might be supposed willing to state facts as they occurred, were most unwilling to tell the whole truth, and persisted in asserting that "the strike was all over," "there was no want of labor," etc., in defiance of the turn out of the heavy bodies of police, of large numbers of men idle and congregated at business points, with reports in the daily papers of assaults and disturbances. In Jersey City, where matters had been comparatively quiet, there was a sharp fight between a strong body of police and a large number of men who sought to interfere with newly hired helpers; many heads were broken and much blood spilt, and yet the statement by the head men was "everything quiet" at this very time.

In New York a force of 1,000 police had been so concentrated on the river front, as to hold reserves at an easy distance, while a hundred men in plain clothes, armed with revolvers and clubs, constantly patrolled the river front to repress by force any quarrels or disturbances, and to preserve peace at any cost. Meanwhile reports kept coming in of local disaffection from all parts of the city and suburbs in sympathy with the strikers.

One incident of many goes to show how unanimity and fellowship influenced workingmen, who acted from principle and not from a turbulent or dissatisfied spirit; we are told that:

"The men on the Baltimore and Ohio pier, No. 47, North river, went out in obedience to the order of their union. They had never had any trouble with their employers and were the last of the railroad pier men to go out. A delegate from the union notified them that they were to quit work. The men informed the manager that they had no grievance against him or the company, but that they were bound to obey union orders. They went to work and loaded up all the freight then on the dock and then swept the place clean. They refused to allow the manager to charge time for this work."

On February 4, an order was sent from D. A. 49 to the Brooklyn coal drivers and handlers directing a strike. This, of course, caused no little trouble and inconvenience. Unionists obeyed. Non-union men went to work under protection of police.

February 5, out-door evening meetings were held in several places in New York and addresses were made by leading labor orators. Notwithstanding the bitter weather it was estimated that not less than 12,000 men were gathered at the five meeting places. Resolutions were passed as follows:

"WHEREAS, The obstinate refusal of the coal corporations to humanely accede to the modest demands of the workers has perplexed and discouraged the ordinary course of business and manufactures; therefore, be it

Resolved, That we deem the power wielded by these corporations to be inimical to the welfare of the State and nation; and,

"WHEREAS, The corporate power of these monopolists is derived from grants and privileges received from the government; therefore, be it

Resolved, That the government be solicited to withdraw all charters, powers, privileges and advantages granted to such corporations.

"WHEREAS, We sincerely sympathize with the business community, which is put to great inconvenience by the dictatorial and arrogant position assumed by the various corporations; therefore, be it

Resolved, That we ask the business community to consider our cause as being just, and at the same time identical with their own interest.

"WHEREAS, That while we conceive the productive capacity of society to be superior to its consumptive capacity, we perceive the possibility of an arrangement of business which should forever preclude the recurrence of these antagonistic occurrences; therefore, be it

Resolved, That we call upon the commercial fraternity of the United States to assist us in organizing exchange without interference of transporting and other corporations."

These not very lucid or practical resolutions, scarcely seem calculated to meet the immediate trouble of 2½ cents an hour for coal shovelers or double pay for night working longshoremen. They were, however, adopted, even if little understood. At one meeting, near Canal street, on the west side, where the largest number of men were gathered together, anti-rent resolutions were added, that, "Whereas, railroad stockholders were mostly landlords, it was resolved that labor refuse to pay rents until the strike should be ended." This was clean cut and intelligible, and after some rousing speeches on the oppressions and injustice to which patient labor was subject at the hands of grasping capital, was adopted with enthusiasm.

As an offset to the labor meetings, a meeting was held at the Produce Exchange by members interested in shipping and who were directly affected by the longshoremen's strike. All agreed that strikes were very hurtful to business, and various suggestions were made, resulting in the appointment of a committee to inquire and report on a plan of action to settle matters in dispute, in the interest of the business community, as well as of the working people. One member laid much of the trouble to the charge of the Knights of Labor, and said it was their duty to go to all legal lengths that would relieve the workmen from their slavery to that organization. Others suggested that the difficulty was partly chargeable to the want of management by boss stevedores, who, however, disclaimed the responsibility. The speakers, as reported in the public press, did not seem harmonious in their views or plans.

D. A. 49 issued a protest against Castle Garden as a bureau of foreign cheap labor in the interest of capital.

The boss stevedores felt called on to issue a statement to clear their skirts. On Saturday, February 5, they said:

"To the public.—At a meeting of the master stevedores of the port of New York, held this day at the Maritime Exchange, the undersigned organized and agreed to the following:

"That we request the regular longshoremen of this port to abandon the strike and return to work on the same basis as heretofore, and report to their respective employers.

"That we feel the existing situation of affairs compels action on our part to help rescue if possible the enormous diversion of trade that has resulted from the present difficulty, and protect our future interests by united action.

"Therefore we feel that the longshoremen should seriously consider the danger involved by a continuance of the course adopted, and join us in our effort by returning to work on Monday morning.

"That should the longshoremen deem it wise to continue the struggle and refuse to work, we are therefore resolved to advertise and invite men to load and discharge ships under our care, and to offer masters and owners every facility within our means to dispatch their ships."

This was signed by over 70 leading firms.

Many labor organizations, while they took no part in the strike either of freight handlers or coal shovelers, felt sympathy with their fellow-workmen and expressed it in various ways; one announcement will serve for an illustration.

District Assembly 64, mainly composed of printers, passed a resolution, which was sent to the press :

"WHEREAS, The comfort of the community is being interfered with by the continuance of the present strike of coal handlers and long-shoremen, and it is absolutely necessary that prompt action be taken to bring the strike to a close; and,

"WHEREAS, It is the duty of all good citizens to make some sacrifice in order to end their trouble before it entails further hardships on the men and untold losses to the corporations; and,

"WHEREAS, The newspaper proprietors, by means of their position and intelligence, should be more intimately conversant with the underlying causes of the present trouble; therefore, be it

"Resolved, That District 64 urgently request the proprietors of the daily newspapers of the city to use their utmost endeavor to bring about a speedy settlement of the present differences between the corporations and their employés."

On February 5, a strike broke out on the Tompkinsville dock, S. I. The Old Dominion Company had sent some of their freight to this place for storage, and this fact having been traced out, the laborers struck against handling Old Dominion stuff, and, while their hands were in, demanded an advance on their wages, which had been below the scale.

On February 7 and 8, it was stated that there was uneasiness among the laborers on the Reading road outside of New York; this, and a rumored movement by the stationary engineers in New York, created anxiety among coal managers and employers who had hitherto shown no disposition to conciliate. A committee of the stationary engineers happened to run against members of the Produce Exchange committee, and, after some talking, it seemed as if it would be a good move to hunt up Mr. Austin Corbin, whose name has already been mentioned. Meanwhile a member of the D. A. 49 executive committee, had been in search of Mr. Corbin, for Mr. Corbin had stated his willingness to act as mediator if he could find a basis on which to stand. Now the stationary engineers, who had been called on to join the strike, but had hesitated to do so, were willing to help in the cause of mediation, and thus it seemed more possible to arrive at a peaceful solution of the difference. The engineers had an interest in bringing about a settlement. The supply of coal, though no longer depressed to the famine point, was still very insuffi-

cient and if consumption should much longer continue to overweigh receipts the engineers would suffer.

The engineers' committee are reported to have spoken with a moderation and good sense that showed them to be the right men for the office put on them. They said:

"We, ourselves, have no grievances, but in the interest of organized labor we have been sent to ask the business men to coöperate with us in reaching the ears of the coal barons, and so, if possible, to arbitrate the question. The coal companies refused to treat with Knights of Labor. We do not come to you as Knights, but simply as men who want to see the strike over. There is no measuring what may happen to this great community should our organization be ordered out. The result of our interviews to-day with business men will largely influence the action of our organization."

The first movement was an interview with members of the Produce Exchange, the committee of that body not having yet been nominated. Thence they went to see Mr. Corbin, and that gentleman, who has a great reputation for tact and shrewdness, began by at once disclaiming all personal responsibility for the decrease in the men's wages at the outset of the strike. He was not in town at the time. He was, moreover, only one of three receivers appointed by the court. The superintendent it was who had ordered that the reduction should be made. After some conversation, Mr. Corbin inquired into the engineers' powers to negotiate a settlement. It was agreed that the engineers should consult D. A. 49, and that a further meeting should be held later in the day. That second meeting was duly held, when the engineers were accompanied by the representative before mentioned, sent in behalf of D. A. 49. After debate, the meeting was adjourned for fuller power to act. The precise terms of this preliminary settlement were not made known at that time, but it had been stated that Mr. Corbin had suggested that "an immediate advance of $1\frac{1}{2}$ cents per hour should be made, and that the other cent should be taken into consideration, and a decision arrived at promptly." Mr. Corbin explained there and elsewhere that as receiver of the Philadelphia and Reading he and his associates were between two fires. On the one hand the court had peremptorily ordered a reduction of expenses, the coal traffic being a losing operation; on the other hand, the laborers insisted on the retention of high wages, and could not submit to reduction.

At this juncture it transpired that Mr. Corbin had received notice of an intended strike of all Reading laborers, unless a satisfactory arrangement was promptly made with the coal handlers. This concerned an army of men figured as high as 150,000. This intimation doubtless helped to increase Mr. Corbin's conciliatory disposition. It is just possible that he may have thought the mediation of the labor representatives would be needed to prevent this added unpleasantness. But there was a hiatus even in this conciliatory movement, for it only concerned Reading, and Reading could not control other coal interests. Still in the interest of peace it was good to establish an understanding anywhere for a beginning. At the time when the meeting between Mr. Corbin and the delegation broke up, it was understood that they would meet again at a stated hour. The hour came and went. Mr. Corbin had been called away, and D. A. 49's representative was also somewhere else.

At this point in the strike history, it is observable that while the strikes were still on, their force had considerably abated. In Brooklyn, on the East River, and elsewhere around New York, laborers were returning to work, not altogether without grumbling, perhaps, but they were at work. At headquarters there was undoubtedly a disposition to push matters to extremities, and by a great victory to show the strength and power of organized labor; but this determination to win was not fully borne out by individual workers who were suffering present losses and privations. The freight handlers of the North river front, together with the old coal handlers who could not get replaced, were still unconquered, but their places were gradually but surely being filled up, although the freight jam on the North river piers was unprecedented, and many factories and great establishments were dangerously near their last ton of coal.

The cause of Mr. Corbin's absence soon transpired. He had been summoned to Philadelphia to talk over the impending strike of the Reading operatives. The history of the negotiation at this point is very indistinct. It is certain that Mr. Corbin was uneasy at the possibility of an extended strike all along his line in support of the old 2½ cents for the Elizabethport men, a trivial and ridiculous cause for such a great consequence. D. A. 49 and their negotiator did not want an open collision with the stationary engineers, who were now negotiating a settlement. When, therefore,

Mr. Corbin announced that he would make concessions, his proposal was received joyfully. At first it was that he would concede $1\frac{1}{4}$ cents right now and that the other $1\frac{1}{4}$ cents should be a matter of arbitration. It would almost seem that the K. of L. negotiator may have accepted this shadowy proposition. It, however, was not quite the thing to put before the world. Mr. Corbin then bettered his offer; he would give the whole amount of $2\frac{1}{2}$ cents to the Elizabethport men when they came back to work. The delegate of D. A. 49 closed with this and preliminaries of peace were signed which were afterwards ratified. The engineers, as the mediators, took all the honors. They had not only refused to fight, but they had been peacemakers. At first it was feared that Mr. Corbin had only given the word of promise to the ear, but would break it to the sense. He might not employ the 85 strikers. To his honor be it recorded that he did afterwards really employ them and so far as he and the delegate of D. A. 49 and the engineers and the Elizabethport shovelers were concerned the war was ended.

How far these negotiations were on both sides a bit of diplomatic manœuvring is open for consideration. It seems just possible that D. A. 49 and its head men felt that the coal strike was a drag on their operations in New York city. It was unpopular. It entailed suffering on the poor. It really concerned only fourscore men for a comparatively trivial amount, while a whole population suffered. There was no boycotting coal. There was no means of worrying the coal barons, who could sit still in peace and placidly smile even if all the shovelers and other small employés refused to work. D. A. 49 may have felt that if these coal shovelers, with the law courts and receiverships, and complaints of the poor, stoppage of wages by factories, and general unpleasantness, could be got out of the way, the field would be cleared for the longshoremen's strike operations—a fight that gave promise of results that would redound to the glory and advancement of D. A. 49. That something of this kind was in the air seemed highly probable. The terms of settlement were very thin. The benefits were all to Mr. Corbin and his friends. The strikers in sympathy were not taken into account. They and the New York longshoremen were left outside. Mr. Corbin showed himself an able tactician. D. A. 49 called it a triumph. It may have been so; but if so, it must have been on grounds not made public.

On February 10 the *New York World* published an interview which one of its reporters had with Mr. Maxwell, Mr. Corbin's business associate, which reads as follows :

"Mr. Maxwell, will you give the *World* a history of the strike, which originated on the Reading road, as well as of the negotiations which resulted in the agreement signed to-day?"

"Well, we'll have to go back to September 1. At that time, under threat of a strike, the New Jersey Central road, by which the Philadelphia and Reading was then merged, gave an advance to $22\frac{1}{2}$ cents, with the concurrence of all other companies. When the raise was made the men were informed that on January 1, when business was dull, they would be reduced to 20 cents. January 1 the New Jersey Central was separated from the Reading road, the latter having then only three docks at Elizabethport, operated by 84 men. At Port Richmond the top-men were getting $22\frac{1}{2}$ cents; so, when the notice of a reduction to 20 cents was posted January 1 at Elizabethport the 84 men there went out. They were followed by other coal handlers of other roads and then by the freight handlers and the others, who have made this the greatest strike known to New York. All of these men, of course, struck out of sympathy for the 84 men. It was a matter of sentiment so far as they were concerned.

"Last Monday the committee of stationary engineers called on Mr. Corbin at the session of the legislative investigating committee and said that they had been ordered out at once; that they would be compelled to leave their engines and throw New York into darkness. They asked Mr. Corbin to compromise matters if he could, and they were sure of being supported in their request by District 49. Mr. Corbin met the committee Monday, and the delegate of District No. 49 was present. Mr. Corbin said he was willing to appoint as arbitrator Mr. J. Rogers Maxwell, vice-president of the Long Island railroad. The delegate of District Assembly 49 accepted him, and the two met next morning at Mr. Corbin's office. The pay-rolls of the Reading Company were produced, and it was shown that both top-men and trimmers were earning excellent wages. Mr. Corbin had gone to Philadelphia the night before and he was reached by wire and consulted, but in the midst of the questions the wires went down and the interview was cut short. Meanwhile the Reading employés had sought, Mr. Corbin, who called in the directors and made the settlement, which had just been given to you. The representative of D. A. 49 called again to-day, said the settlement had been made and that everything was satisfactory."

The retirement of the stationary engineers and the settlement of the Reading disagreement with the curious diplomacy of D. A. 49 threw a cloud over the fortunes of the other strikers; while the coal handlers had been acting for themselves the freight handlers had sent in a statement of grievances to the New Jersey Central. The Bartholdi Association had the management of the negotiation.

Judging from facts, and not from invidious criticisms, D. A. 49 had not achieved much for the New York strikers. There had been great annoyance and inconvenience to the general public, to merchants and employers in the interruption of business, to laborers and the poor in their privation of coal and necessities, but after nearly six weeks of contest there was little to show except the arrival of a large contingent of raw recruits and the loss of heavy sums in wages. The public press had done its duty fairly and fully and had given an impartial story of the actions and purposes of both sides. D. A. 49, after the Reading settlement, seemed, in the first agony of disappointment, to have no other policy than "rule or ruin," and on February 11 the public papers informed the city that it was in contemplation to call out the brewers and enforce the strike. This, or any other irritating movement, was denounced by journals that had always been distinguished as friends of labor. It was generally assumed that the strikers had put forth all their strength and that the strike being a failure nothing was left but to submit to the inevitable.

After a little delay the managers of D. A. 49 adopted a policy of the wiser second thought, and in place of renewing hostilities determined to retire from the fight and issued the following statement on February 11:

"The committee of dissatisfied men employed by the Reading Railroad Company called upon Austin Corbin this morning in Philadelphia and told him that they would strike at noon if terms were not made with District Assembly No. 49. They said it was impossible to hold to the so-called agreement if it was not made more definite. Mr. Corbin consulted with Receiver McLean and decided to open work at Elizabethport in a week. The reason for not opening immediately was that it would take 3 or 4 days to get coal from the mines. Mr. Corbin promised to pay the highest price, viz.: 22½ cents, and that if a difference should arise it should be arbitrated by one man representing the company and one for the employes. A third

party was to be selected in the event of a disagreement between the two so named.

"After the conference, a secret meeting of the Knights of Labor was held, and it was decided to accept the terms in the interest of the commerce and industry of New York, and it was further recommended to all industries which came out to support Mr. Corbin's coal employes, to return to work on Monday night. Should there be any discrimination against our people by any corporation or individual, the fight will be continued in our own way. It was resolved that all coal handlers, except those at Hoboken, Port Johnson, Weehawken and Perth Amboy should return to work.

"The reason why work at these docks will not be resumed at once, is that Mr. Corbin may get time to fill his contracts, and our people get an opportunity to place themselves in a position to take a decided stand in case Mr. Corbin should become a ——— and forfeit his honor.

"Resolutions were passed by those represented at the meeting giving absolute power to their delegate in dealing with Mr. Corbin, and pledging the power of the whole organization to sustain him in any action he might see proper to take."

These final parleyings and protocols were but *addenda* to the settlement made by Mr. Corbin and the K. of L. representative. The result of the strike upon a calm and impartial review of the whole matter thus far, can scarcely be said to have been adequate to the sacrifice. The 85 coal handlers got what they asked, a continuation of their original $22\frac{1}{2}$ cents an hour. The demonstration probably saved a cut-down all along the line. It was the policy and practice of the coal owners, or, as they are satirically called, the coal barons, to regulate out-put and to fix prices. Whether such a combination be legal it is not within the province of this Bureau to inquire. All the coal companies joined in raising the "price" to consumers 50 cents; one of the combination cuts down wages one month. Had this been a success, it follows of necessity that all the combiners would have followed this lead. Nothing prevented general reduction but the strike. If strikes are to be, this was preëminently a cause in which it was justifiable. Resistance to reduction was mere self-defense. The fraction claimed by the employé was not worth mentioning, particularly as the proposed reduction of wages was simultaneous with the increase of price to the consumer. The general public suffered greatly by this strike, especially the poor, on whom the increased price of

fuel told severely; but this was not all, the public suffered in the stoppage of trade in many departments, and in the loss of employment that always attends periods of depression or disturbance. The coal owners suffered very little if any inconvenience; they had only to hire unskilled labor and to shift their burden to the shoulders of the public. The practice of calling in armed hirelings from another part of the country to supplement the ordinary local police force seems to call for the strongest reprobation.

As soon as it was generally known that the Corbin-D. A. 49 compromise had been reached, there was a general sense of relief to the community, and although this was but a partial settlement, the strikes, special or general, seemed to have lost their force. The capitalistic press showed how nothing else could have been expected, and inculcated the lesson that employers knew what they could afford to pay in wages, and that those laborers who refused to accept the market value of their only commodity, were flying in the face of Providence, and must reap as they had sown.

The combination or understanding among the coal owners seems to be an indisputable fact. It may be called an agreement to limit out-put, or to regulate prices effectively; it is an alliance for the good of the coal owners. Mr. Potts, an eminent member of the Coal Exchange, explained the relation of producer and consumer. The average cost of production is \$1.50 to \$1.75 per ton, but it is hard to determine the expense of transportation. The present wholesale price averages \$3.40 per ton in New York city. There is always a large investment of capital in the mines. The reason that the retail price is so high, is on account of the cost of transportation and other expenses incidental thereto. The regular price of coal at Hoboken is \$3.15, lighterage 16 cents, unloading 20 cents. The average profit to retail dealers is about 50 cents, but some get more. Then there is about 80 per cent. of the lighterage boats tied up. The 70 cents lighterage was increased on account of the strike, and this gave the owners an opportunity to raise the price. There is "a general understanding" among the companies in regard to the production of coal, and that is "not to overcrowd the market," and not to mine too much.

One judicious and temperate journal, which professes itself the friend and advocate of labor, took almost a judicial view. Looking at the matter from both sides it says:

"The secret of the miscarriage lies in the mismanagement of the campaign. Failure certainly was not due to lack of provocation. It

was not owing to absence of popular sympathy ; it was not a case where resort to a strike was clearly the wrong remedy, for no other remedy existed. The strikers ought to have succeeded had their contest been waged sagaciously and in the light of experience gained from similar demonstrations. The one fatal blunder was in extending it from the business directly involved to unrelated industries. The same error was made in the southwestern railroad strike with identical consequences. The leaders should have confined the strike to the single industries that were involved, and should have beaten their opponents in detail."

It is not the function of this report to say how or why a strike may be justified or may succeed or fail ; but it would seem that in this case the strike failed because the employers were powerful and united and dealt in an article of prime necessity. The needs of the great public were more potent than their sympathies. Every man's hand was against the striker who refused to handle coal and prevented others from doing so.

The settlement of the Reading coal handlers' difficulty by no means brought peace to an afflicted community. The other coal handlers on the Jersey side, and more in sympathy with them in New York, were in a false position of maintaining a war the original cause for which had been adjusted. The Old Dominion trouble was still in full force and all the Ocean Association sympathizers were still out. In reality the freight handlers' strike had been far more numerous than the coal handlers', although to the general community the coal supply had been of the greater importance.

Though the coal strike was thus theoretically ended, its practical determination had not yet been recalled while the freight handlers' strike was still in full force. The Old Dominion original strikers, indeed, had been replaced to such an extent by new comers, or by transient labor, that they were almost as much out of the fight as the Elizabethport coal handlers. Nevertheless, those who had associated in the strike were still "out," and a large number felt mortified and disgusted at the turn affairs had taken, and were, if possible, only more determined not to retire without honor, as they understood it. Those who, as Knights of Labor, had gone out to support a principle, found no comfort in a barren settlement by which 80 were replaced while 8,000 were left outside in the cold.

The well known mercantile journal, *Bradstreet's* estimated the wages lost in the strike at \$3,000,000, while various individual

losses are put at over \$3,300,000, to say nothing of probable losses by diversion of trade, delays in business and other conditions.

On the policy of the freight handlers' strike it is more difficult to form a judgment. As already shown in explaining the cause of the Old Dominion trouble, it was a question whether the men should be paid by the hour with uncertain employment or at a somewhat reduced but guaranteed rate by the week. The men preferred the old-style mode of payment. There is no mode of arriving at a solution of this dispute. So far as known it does not seem to have been a question of profit or loss, but of preference for convenience sake on the one side and of resistance to what seemed an arbitrary decision on the other. When the strike was begun, however, the men claimed an increase per hour in day work, which the company was willing to concede, but objected to double pay for night work. Thereupon a boycott was declared on all the Old Dominion freight. The Ocean Association called out its members and associates and an attempt was made to constrain all ship owners and freight handlers to act in the interest of the Old Dominion strikers. Whether success would have justified such a strike may be questioned. But the strike was an utter failure, at immense cost, and with very serious trouble and inconvenience to the shipping interests of the great port of New York, while it was emphatically condemned by other great labor associations whom it was sought to invoke in the struggle, but who could not recognize any such grievance as would justify "sympathetic" interference.

It is of record that the Legislature directed an inquiry on the spot into the origin and consequences of this strike; this Bureau respectfully takes leave to refer to the proceedings of that committee, and in particular to the minority report.

In the proceedings of that committee it will be found that Mr. Austin Corbin, from whose acts as one of the trinity of receivers the coal strike originated, but who subsequently posed as *Deus ex machina* in effecting the settlement, which included only his own workmen and placated D. A. 49, but left the other companies and their laborers out in the cold, made a statement to the effect that "the Philadelphia and Reading produces 6,000,000 to 7,000,000 tons of coal yearly." Mr. Corbin had been summoned to Harrisburg by the Pennsylvania government and had been informed that his company had violated the law, by combining to raise the price of coal, and must desist. At the same time receivers of the company are

threatened with being ousted if they don't make a better showing. They now stand between these two fires. They can not increase their revenue by raising prices, can not make any profit at present prices, and are threatened with a vacation of the receivership if they don't make more money, and threatened by their employes if they don't pay them more. The losses to the Philadelphia Coal and Iron Company were over a million of dollars in 1885 and again in 1886. "But," as Mr. Corbin said, "there was some profit in the transportation, which about balanced the loss on coal and iron operations." Mr. Corbin also said that his remedy for the troubles between capital and labor was in arbitration, but he could devise no means or plan that would really arbitrate. There seems to be no plan by which an arbitration law can bind the workmen. The interests of the employer and workman should be identical. If the former can not get a new dollar for an old one the workingmen should not expect nor ask for high wages.

Eighty-eight strikes reported; 1 successful, 1 compromised, 86 unsuccessful; 6,991 men engaged, of whom 2,299 lost positions; loss in wages, \$402,877.90; loss to employers, \$412,369. Causes of strikes, with details and results, are as follows:

Increase of wages, 8; 1 compromised, 7 unsuccessful; number engaged, 456, of whom 164 lost positions; loss in wages, \$10,920.

Reduction of wages, 1; number engaged, 380, of whom 100 lost positions; loss in wages, \$10,920.

Refusal to handle boycotted coal, 30; 1 successful, 29 unsuccessful; number engaged, 2,097, of whom 723 lost positions; loss in wages, \$113,043.25.

Refusal to handle boycotted freight, 19; unsuccessful; number engaged, 2,253, of whom 1,015 lost positions; loss in wages, \$224,989.65.

Refusal to handle boycotted coal and freight, 30; all unsuccessful; number engaged, 1,805, of whom 297 lost positions; loss in wages, \$38,925.

Total duration of 88 strikes, 1,559½ days, of which 2 were over 50 days, 2 over 45 days, 8 over 35 days, 2 over 30 days, 5 over 25 days, 8 over 20 days, 30 over 15 days, 10 over 10 days, 7 from 1 to 10 days, and 1 of a half day; duration of others not given.

Eleven boycotts reported; results not given.

No. 52. Employer says: "The strike above referred to was entirely uncalled for, many of the men who left the company's service doing so with great reluctance and stating that they were compelled to stop from fear of personal injury. Some of them stated that they had no

cause for complaint against the company, and the majority left without even asking for an increase of pay. The men on Pier 36 said they would like an increase. I called them together and informed them that I had been here for months, and that they had never directly or indirectly asked for an increase, but that now, in the height of a strike on other lines, they were doing so; that I could not consider at that time any such complaint. On the other hand I would do all I could to protect them and their interest. They then went back to work and I subsequently rewarded them for so doing."

No. 57. Employer says: "It is difficult to specify injury to the firm and business on account of the strike, but in one instance general loss may be shown. The employment of green hands led to poor stowage, and consequent loss of space in the holds of steamers. This is impossible to estimate. There was no delay in sailing of steamers, except in one instance of one day's delay, but through an excess of labor and increased expense to do the ordinary work on time besides the bad stowage as mentioned."

No. 59. Employer says: "In the opinion of the writer, who has had 25 years' experience among the class of men who work on ships, the strike was precipitated by the agitators (few in number) among the men provoked by the walking delegates of the K. of L., and it was started in sympathy with the coal handlers, who were then on strike elsewhere. The longshoremen acknowledged that they had no grievance to redress, that they were satisfied with their wages, but the union ordered them to leave, and they did so, although the majority of them knew that they were acting unwisely, and expected to be beaten, and so admitted to the writer. The great majority of our force were Irish by birth, and it would appear as if they were more easily coerced or led than men of other nationalities. Since the termination of the strike I have acted upon this supposition, and have substituted a very capable Italian for the Irish foreman I used to have, following it up by employing men of any nationality rather than Irish, and the plan, so far, has worked to my satisfaction. Of course the great bulk of the laborers still remains the same, as regards nationality, but I am still working steadily reducing that proportion:

"I am unable to offer any suggestions with a view to legislating for a cure of these troubles, so far as it affected our longshoremen, but do think that steps should be taken with a view to prevent, if possible, these railroad and coal corporations from cutting down men's wages below all reasonable limit. It was the doing of this at the coal breakers that precipitated this strike, which, so far as it affected

us, was entirely a 'sympathetic' one, as the men had no grievance against the steamship company."

No. 62. Employer says: "Our men informed us that they were perfectly satisfied with their wages, and with the manner in which they had been treated by every one connected with the line, and that their union had no complaint against us. They felt it was a shame that they could not obtain money, which their families needed, and that we should be put to so much inconvenience, but that they dared not go to work for fear of personal injury after they left the ship. They did not interfere in any way with the green hands, but on the contrary some of them sent their sons to work for us, and a number of them expressed the hope that we would be able to get our vessels off on time. When their union allowed them to go to work, we took them back again, with a caution that if they ever struck again without a grievance, we would never employ them afterwards."

No. 66. Employer says: "We had a number of men assaulted, but with police protection day and night, feeding our men on the ships, and sending them off at night on tugs, we got through the strike without actual loss of life.

"Our men left us on January 27th, simply because the 'union' ordered them out. They did not wish to go, but the despotism of their 'union' was too strong for them. We paid *full union wages*, and did not force our men to *handle boycotted coal or Old Dominion S. S. Co.'s freight*. We did everything the union demanded, but it did us no good. The 'union' was determined to show its power over its members."

No. 69. Employer says: "This company was not affected by the longshoremen's strike. We employ non-union men constantly—non-union men so far as we know. They received the same wages, and worked right through the trouble, and we underwent no delay except in connection with other lines, who could not move their freight.

"We attribute the line's immunity from inconvenience to the fact that our labor was non-union; also to the steady employment day in and day out."

No. 70. Employer says; "I received the following letter from the chairman of the executive board of the Ocean Association, dated January 13, 1887: 'Sirs.—The Hamburg line is receiving freight handled by the Old Dominion line of steamships. If not stopped immediately we will have to call out the grain men and bag sewers as well as longshoremen. We are looking out for your Hoboken line also, and believe it better to notify you first.'

"On January 25th, I was informed that the beach-walkers were at the dock. On getting over there I found them trying to get the men to leave. I told them if they had any grievance I would settle it on the spot, and they were getting better pay and were the best treated of all longshoremen. They resumed work, and the beach-walkers left. Shortly after, a walking delegate appeared, and talked to our superintendent. I asked what he was after, and he asked me if we were going to put on board a lot of tobacco that was on the dock. I said most certainly. He then spoke to the men something I did not hear, and they gradually all quit work. I asked the delegate what that meant, and his answer was that the men were his property, and he had told them to quit work, and asked me what I was going to do about it. He repeated the remark in presence of different people a number of times. The men left. After some trouble I worked up other gangs, and reduced wages from 40 and 60 cents to 30 and 45. I am getting as good work done as I ever had, and am independent of the dictations of the agitators, who make their living at the expense of the honest workman. Our people went out with reluctance, but were intimidated for fear of being 'scabs.'"

No. 75. Employers say: "Employés of this company had no grievances, but were influenced by other strikers. After being out 24 hours they made a demand for 5 cents per hour extra for night work, and not to handle coal until the coal strike was ended, which we were obliged to grant, and there has been no changes in the wages since. All old employés were taken back, and we think all are non-union men."

No. 76. Employers say: "The men in refusing to work said they knew it was wrong, but were afraid of personal violence from members or committees of the unions if they worked. After the strike the men begged for work, but we gave preference to others, and reemployed very few old hands. *Such strikes could easily be prevented or broken up*, if the police would promptly arrest any man assaulting another, back him up and have him tried same as any usual man guilty of assault. But men commit these crimes apparently without fear of interference by the police, and where some parties were arrested, it has proved almost impossible to bring them to trial. This is well known, and comment is unnecessary."

No. 78. Employers say: "The laborers or 'longshoremen' on our dock went out and refused to work, and gave no reason except that they were 'ordered.' We employed new men and refused to take back the old ones, as we have no use for them. Do not know the name of the 'society.' Can not estimate the amount of freight diverted to

Boston, Baltimore and Philadelphia, nor how much of decline in carrying charges can be attributed to the strike."

No. 79. Employers say: "A number of the old men returned to work under the inclosed agreement, which we think equitable and just:

"NEW YORK, 188..

"The Compagnie Generalé Transatlantique hereby agrees to employ and he hereby agrees to work for said Compagnie as a in the business of loading, unloading and coaling its vessels, at pier 42, North river, New York city, and at such other piers and places at the port of New York, as may be used for such purpose, for the term of from this date, upon the following terms and conditions:

"1. The Compagnie is to pay to the said for the services rendered by him, wages at the same rate per hour, as shall for the time being, be current, and paid for like services by the majority of the Transatlantic steamship companies located upon said North river, in said city; such wages to be paid weekly.

"2. The Compagnie's superintendent is to determine what, and what number of workmen shall be employed at any particular work, the time when it shall be done, and the number of hours each man shall be employed.

"3. The said shall hold himself in readiness at all times, day and night, to render such services in the line of his employment, as may be required of him; and when not at work for the Compagnie, shall report for orders to at A. M., and P. M., of each day, except Sunday. He is to obey all orders of the superintendent, and such foremen and other superiors as said superintendent shall appoint.

"4. The said expressly agrees that he will not at any time while under contract of employment with and by said Compagnie, refuse to work with any other person or persons employed by said Compagnie, or take part, or be concerned in any combination of workmen commonly called a 'strike' or refuse to render service to said Compagnie at the time of, or during the continuance of a 'strike' by other workmen employed by said Compagnie, or by any other steamship or navigation company, or in any manner delay, obstruct or interfere with the prosecution of the business of the Compagnie, or with any of its employés, by any act or word, for the purpose of causing or influencing him or them to abandon or neglect his or their work, or to hinder or delay the Compagnie's business.

"And, whereas, in the opinion of both parties to this contract, 'strikes' and interference or refusal to work by one workman with another, are injurious to all concerned, it is agreed that out of the wages earned by the said, the Compagnie shall retain the sum of dollars per week, until the sum so retained shall amount to dollars, which shall be held by the Compagnie so long as the said shall remain in its employ, as security for his faithful performance of this paragraph numbered 4 of this agreement, and, in case of any breach thereof by the said, shall be forfeited to and retained by said Compagnie, as fixed and settled damages for such breach, and not as penalty.

"5. The Compagnie has the right to cancel this agreement and discharge the said from its employ, in case he shall violate any of its terms; and thereupon (unless he be discharged for a violation of paragraph 4 hereof) the money held by the Compagnie as security, shall be paid over to him.

"This agreement was read by Compagnie Generalé Transatlantique, by before he signed the same, and superintendent, was signed by him in my presence.

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No. 84. Employer says: "It is hard to legislate to cover the case where men strike and lay idle for 3 or 4 weeks, when they have no grievance whatever against their employers."

No. 88. Employer says: "The last strike was without cause or grievance on the part of the men. They deprecated the strike, but were ordered out by the orders of the Central Labor Union to sustain a strike of the coal handlers. They simply stopped work, and refused to go on. They went to work again on the former terms, when allowed to do so by their union. We advertised for men, and filled most of their places with equally good men. The strikers came back, few at a time, and the new men gradually disappeared, so we have about the same class as before."

No. 107. Employers say: "As a result of the boycott of freight received over the line of the Old Dominion Steamship Company, we were unable to get longshoremen to handle the cotton intended for our stores, and it was diverted to Staten Island, where the men did not seem to be controlled by 'the union.' We suffered a loss of

between \$5,000 and \$10,000, and the men lose the handling charge of 'in and out of stores,' having driven the goods out of Brooklyn."

No. 113. Employers say: "None of the men would admit that they knew what the strike was for. They simply knocked off work because of the orders of the beach walkers. We claim the strike was unjust to ourselves, as we have always paid the highest rate of wages for such labor, when other workmen were receiving 20 per cent. less."

No. 160. Employers say: "We are simply trying to reduce the wages of our men to the same figures paid by all the steamship companies from this port, viz.: 30 cents for day work and 45 cents for night work. Union men have thrown every obstacle possible in our way, to an extent that has obliged our asking police protection. Many of the old hands have applied for work at the reduced prices, and we are now working union and non-union men together."

No. 193. Employers say: "In reply to No. 45 we would state that we are forced to discriminate in favor of union employ  s, for the reason that our work requires experienced union men to perform it.

"We think the law of supply and demand will regulate strikes in the future. Legislation is unnecessary at present, as it will be a long time before we will experience such a foolish strike amongst long-shoremen as the last was."

No. 197. Employers say: "This strike took place, as you know, in January, and our people had all they wanted and had nothing to strike for, only to back up the coal strike that existed at that time, and we could not offer them anything, as they wanted nothing. Some of our men wanted to go to work, as they knew that it was wrong for them to leave our work in such a condition for no cause, and I called a meeting of the men to see what we could do, and the Ocean Association or a branch of District 49, Knights of Labor, mobbed the meeting and we could not do anything. I had made an attempt to do my work with other help. They boycotted me and would not let the union men work for me, and I am still boycotted, and they have done everything they can to hurt me and destroy my business, and have threatened to kill me, and then we resolved to start a new union for our own protection and the protection of our men that wanted to come with us, and our charter was issued on the 30th of March, 1887, and now we are about 400 strong, and we have got other stevedores to employ our men, so that we can keep them employed, as we might want 10 men to-day and 125 to-morrow, and by many stevedores working together we keep them employed, but we are short of men yet, as the old men will not work for any of the stevedores that employ any of the new society men; we pay them the same wages

as the old society men, but they will not go on strike with any society so long as they get their wages, and not then until every effort has been made to settle matters by arbitration. I believe that the men had ought to have 40 cents per hour, for they don't make over \$12.00 per week on an average. I also believe that the men are compelled to be organized in order to get enough to sustain them, as there are plenty of employers that would not give them enough to live on in our branch of business, and I have often thought that it would be well if their wages could be arranged by legislation, and in that way all grievances might be settled and boycotting done away with, as I think it is a stain on our country. Ships have been coming here for the last 4 years, and if they work a few sailors they are boycotted and made to pay a fine of 10 cents per registration before they will load them. The times are very hard for sailing ships, and they don't hardly pay their way, and these people that come here and settle in the city flock to the shipping to make their living, and where 20,000 men are sufficient to do the work for them they try to make the ships support 30,000, or on that basis, and the men have had them so under their control that the ships have been compelled to accede to their demands, and that drives the sailing ships out of the market, because they can't make the two ends meet, and the sooner that something is done to regulate things the better. Some men if they get 40 cents per hour, they then want 50; and some bosses if they can get a man to work for 20 cents per hour, then want him for 10 cents per hour, and that is where the trouble begins. As for me, I am boycotted, and they are determined to keep me so if they can, and if that power exists they can cripple the commerce of the port of New York whenever they choose. I don't see why the Legislature can't fix a regular rate for men to be paid, and then we will have to abide by it, and also the men, and then there is no need of the men having a union, as their wages are fixed.

No. 205. Employers say: "Our experience in this leads us to believe that a law should be passed to so regulate the responsibility of the leaders of labor organizations that they may be punished both criminally and civilly when through their ignorance they can cause such an amount of suffering to both employer and employé as has been caused by the late strike, and as we understand no body of men can legally get a charter for a labor organization without breaking the conspiracy laws we think the charters of benevolent societies should be held subject to revocation when they interfere with trade."

No. 207. Employers say: "In our opinion the strike was a most unreasonable and unjust action on the part of our men, as they

openly acknowledged they were getting everything they asked for and were perfectly contented and many of them said they did not know what they were striking for. The strike was also very hard on ship owners. For the few vessels we were working, the owners lost about \$350 per day, every day the strike lasted, and they complained bitterly to us, but we were powerless to help them to any extent."

No. 210. Employers say: "We are unable to see what legislation can hope to accomplish, to prevent a repetition of labor troubles like that caused by the strike of the longshoremen. If the knowledge gained by the bitter experience of a great number of these men, by loss of employment, from being superseded by non-union men (now employed on many of the steamship lines), and consequently the greater supply of laborers where union men are employed, does not show them the folly of their action, the combined wisdom of the State Legislature would be unequal to the task."

No. 212. Employer says: "We had a number of ships nearly loaded, one day's work would have finished that loading, and the ships were in consequence obliged to pay wharfage at the rate of \$12 or \$14 a day for 28 days. We had not any grievance with our men, only they were asked not to go to work before the officers of the union gave them permission to do so. I could not take work, because I did not know how long the strike would last, and therefore was a great loss to me. Some of my men I was compelled to advance moneys at various times to keep their children and families from want, they not having coal or provisions in the house, and their funds were used up. This has caused great loss to ship owners, as freights are low and no money in the ships at prices of freight, and if this thing is allowed we will have no American ships afloat in a short time from now. Our pride once was that our flag floated in every clime. I have carried the flag myself in all parts of the world in days of yore."

No. 219. Employer says: "In my opinion, any labor organization under a charter from the Legislature should forfeit its charter if it creates a strike."

No. 220. Employer says: "As a result of the last strike I would state that the men we had employed did not want to go out, but were compelled to by the unions to which they belonged. We had a ship in loaded with fruit, and I went to the officers of the union and tried all I could to get them to allow the old hands to discharge the ship, but it was useless; I could get no satisfaction. Then I had to employ green hands. During the time of the strike my father and I lost nearly \$1,000, not because they had any grievances against us, but because they wanted to help the coal handlers in Jersey."

No. 228. Employer says: "Employés had no grievance whatever, all acknowledged they were perfectly satisfied, and were earning good wages, having been employed on the line for from five to twenty years. They struck simply because they were ordered to do so by delegates from District Assembly No. 49, Knights of Labor. I think that fear from personal violence restrained some of the men from going to work. The excuse given by the delegates for ordering the strike was to assist the striking coal handlers in New Jersey by paralyzing all business in shipping circles."

No. 238. Employer says: "As my men are employed by the hour, it is very hard to say what pay they make, as I pay men 40 cents per hour and 45 and 50 ferriage. Our work is not steady. The cause of the strike was chiefly through the Knights of Labor getting hold of the officers of the different longshoremen's unions of New York and Brooklyn. I lost a great deal of work by it going to Philadelphia. The men returned to work themselves at the old rate of pay."

No. 239. Employer says: "When the men struck, with the exception of about 5 per cent., they were members of a union, which union treated employers fair and everybody was satisfied. The Knights of Labor ordered the men to strike for sympathy or to show their force, and the result is that to-day the wages are 25 per cent. less than before. Their union is dissolved. The Knights of Labor abandoned them, and a great many of their families are in a starving condition, and the men feel that they have been duped and sold out by their leaders. We believe that the labor associations are ruinous to all business as regards shipping."

No. 244. Employer says: "The longshoremen had no grievance; they only left work at the command of their masters, the Knights of Labor, and they were beaten, as they deserved, they being a set of fools for doing so. They lost a great deal, as it brought about 4,000 or 5,000 men more to compete against them, and diverting trade to other places and making the demand for that class of labor much less. The consequence is that one-half of the men are now idle and have no work."

No. 247. Employers say: "Our business is to load and discharge seagoing steam and sail vessels, and we have always employed our men by the hour. When the Knights of Labor ordered this strike all the men engaged in our business were well contented. They received from us all they asked, and were respected by us and always paid on Saturday night. They would not have struck at all, but for the fear they held of the Knights of Labor, but when they found that the ignorance of the leaders in regard to contracts had placed them in such

a bad position, many of them seceded from the organization. We know that the Knights of Labor will not have the power to make them strike at their order for some time. We would suggest that you recommend some law to prevent the Knights of Labor from making laws for trade under a benevolent association charter, and through leaders who have in every case proved their unfitness."

No. 249. Employer says: "The result of the strike was a very bad one for the laboring men, and for the smaller firms who could not fulfill their contracts, and the men, who were willing to work, could not work. After the strike the wages came down to 30 cent per hour, when they used to pay 40 cents an hour. The larger firms are now able to get labor for 30 cents and smaller have to pay 40 cents an hour or give up the business."

No. 255. Employer says: "Arbitration between the Bureau of Labor Statistics and the parties aggrieved."

No. 256. Employers say: "Until the date of the strike, we only employed union men, paying 40 cents per hour for all laborers and for leading men 45 cents per hour by day. Night work for the above we paid 60 cents per hour, and 65 cents per hour. Our opinion of the strike: It was foolish and bad judgment on the part of the union leaders, and has proved a very serious loss to capital and labor. The men we employed previous to the strike, and whom we paid 40 and 45 cents per hour by day and 60 and 65 cents by night, are now working at the reduced rate of 30 cents per hour by day, and 45 cents per hour by night."

LUMBER HANDLERS.

BROOKLYN.

A strike of lumber handlers took place in Williamsburgh in April. The employers refused to make an advance in wages as demanded. There was some show of violence, the men being rough and ready. This necessitated the calling in of the police. Subsequently the matter was brought up in the Building Trades' Committee, and that body issued a notice not to handle the firm's goods until the men's reasonable demands were met. The firm came to terms.

ALBANY.

In September a strike occurred in the lumber district at the yard of one of the best known dealers. A foreman, either from temper or misunderstanding, discharged a young fellow who had the good-will of his fellow workers, and was well conducted and

orderly. Upon his dismissal, and the foreman's refusal to reinstate him, several hands struck.

Four strikes reported; 1 compromised, 3 unsuccessful; number engaged, 192; lost positions, 37; amount lost in wages, \$5,425; loss to union, \$400; estimated gain in wages for one year, \$349; loss to employers, \$1,000. Causes and details are as follows:

Increase of wages, 2; duration, 133 days; 30 engaged, 25 lost positions.

To assist longshoremen, 1; duration, 13 days; 5 engaged.

Discharge of an employé; 12 engaged; all lost positions.

To other questions, no answers.

MACHINISTS.

The strikes in this important trade were few and unimportant during the past year. The trade is well organized, the men get fair pay and the labor troubles have been mostly misunderstandings, stopping short of quarrel.

Nine cases of strike; 1 successful, 1 compromised, 7 unsuccessful; 569 engaged in strikes; 288 lost positions; \$20,119.30 lost in wages; cost to union, \$1,575; estimated annual gain in wages, \$1,170; loss to employers, \$500. Causes and details of strikes were as follows:

Increase of wages, 3; duration, one, one-half day; successful; one, 8 days; one, 52 days; both unsuccessful; loss in wages, \$670; loss to employer in one-half day strike, \$500.

Refusal to recognize K. of L., 1; duration, 8 days; 8 engaged; compromised by conciliation with labor organization.

Saturday half-holiday, 1; duration, 2 days; 40 engaged; unsuccessful; loss in wages, \$80.

Double pay Saturday afternoon; duration, 2 days; 15 engaged.

Non-payment of wages; 100 engaged; unsuccessful.

Reduction of hours; duration, 14 days; engaged, 2.

Refusal to handle boycotted patterns; duration, 39 days; number engaged, 350; lost positions, 250; loss in wages, \$18,750; cost to union, \$1,300; unsuccessful. To other questions, no answers.

No. 1078 was a lock-out, in which if the men were a little precipitate the superintendent was a little arbitrary. The rule of the shop (New York city) was 60 hours work, so arranged that they were able to quit at 3 o'clock Saturday. One Saturday, in June, 30 men left at dinner hour, and did not return that day. On Monday they were paid off and discharged. The whole shop called for reinstatement of

those discharged, which was at first refused, but afterward conceded. Perhaps the employers thought discipline could not be safely relaxed.

No. 1421. This occurred in a boiler shop. Employer says: "When the whistle was blown in the morning, the men stood still and did not offer to go to work. When asked what was the matter, they said they wished an advance of about 10 per cent. in (money) wages. It was granted. The strike lasted five minutes."

No. 1420. In this case the men asked for Saturday afternoon. The employer was willing, but says on inquiry he found other shops worked Saturdays. He then pointed out to his men that if they expected a half day on Saturday, or double pay for the half day, the work would be taken to Jersey City, where there was no holiday. The men abandoned their strike, which was only one-half day.

No. 32. A machine shop employer in Elmira considered himself aggrieved, and his business impeded by the interference of local Knights of Labor; shut down the department of his shop affected. His demand was that the men should conform to shop rules. They agreed, and the local assembly also agreed to abstain from interference.

MALTSTERS.

Two establishments on strike; 1 successful, 1 unsuccessful; 40 engaged; loss in wages, \$500; cost to union, \$185; estimated annual gain, \$849.

One strike was for recognition of walking delegate; it lasted 7 days and involved 25 workers; unsuccessful. The other was for increase of wages. To other questions, no answers.

MESSENGERS.

It is impossible, except under the old time plea of necessity or expediency, to justify the propriety of employing a number of young boys as mere runners of errands, wherein at the most receptive period of their lives they learn nothing that is useful, but on the contrary, are exposed to all the temptations of the streets and low associations; with small pay, uncertain hours, and no hope for a future career, having only acquired in their apprenticeship a knowledge of the "town," its streets and callings.

In the last report of this Bureau, the employment and education of boys were a prominent topic of investigation, in which the messenger boys had their place. It was therein remarked of a messenger boys' strike:

"This was a strike by the messenger boys, in which the tyranny of a clerk in charge bore an important part. Boys who broke any of the

rules of discipline, either by talking or playing in the office, or by loitering on duty, were fined arbitrarily by the clerk in charge. The little fellows remonstrated, but got no satisfaction, the manager backing his substitute. Thereupon, the boys all struck, and appealed to the merchants and traders, who condemned the procedure, and the manager had to make new regulations with more of justice and less of caprice."

The same story is told this year, and the complaints of the boys called down a storm of objurgations from the press on the system, or lack of system, and its injustice. The storm, however, passed over in the daily recurrence of other matters of interest. But the story of this year's disagreements is only a repetition of old grievances. Long and uncertain hours, petty tyranny and just ground for dissatisfaction, irrespective of the present morality or future utility of the employment in itself.

The strike was the subject of much writing by the city press, in which there was much humor over the boys' conspiracy with a dash of pathos over their troubles, not the less real for being boyish. One bright boy 15 years old sums up his complaint to an agent of this Bureau as follows :

"We have to work regular about 12 hours a day and are sometimes away from home 24 hours; the pay is all right, but we don't get it always; we are fined for everything; and if we are away for half a day we get fined for three days, and the company gets all the fines for profit. We have 5 cents an hour for over-time, and that ain't enough for night work. We pay for our own uniforms, \$10 for summer and \$13 for winter, and it is our belief, in fact we are sure, the office gets a profit out of us. Then again the fellows don't get an equal show. If you're all right with the sergeant he gives you the easy jobs and will let you off at night. Some boys make as much as \$10 a week because they get short runs; another fellow will be fined because he's been kept waiting half an hour and the time wasn't marked right on his ticket. Sometimes we get fined three hours if we are ten minutes behind. When any of us is away all night it's because he is obliged to sleep at the office so as he may be there early in the morning. Oh, there's lots of things I could remember, but we have to earn our money hard, and there ain't any too much of it."

When rumors of an intended strike reached the superintendent, the boys charge that it was through spies and "sneaks" sent among them. The superintendent of the American District Company sent a circular letter to the parents, warning them of the danger that

their boys were running into. This letter was a cause of great indignation, of course, and some of the boys commented with satirical shrewdness on the friendly professions of the manager as contrasted with the sharp practice of the officers.

Eight strikes reported ; 1 compromised, 7 unsuccessful ; number engaged, 206, of whom 52 lost places ; loss in wages, \$149.25 ; loss to employers, \$22.50 ; causes of strike — increase of wages, 5 ; obnoxious rules, 3.

No. 29. Employés remark: "The company has a system of fines which the boys greatly complain of. They say it is used to an extent to reduce their wages almost \$1 a week on an average. The boys have also to buy their uniforms."

No. 29. The employer remarks: "The cause of strike was mostly on account of the Mutual District Messenger boys of New York striking, and our boys thought they would be in fashion. We took 4 of the boys back and discharged 2 of them, who were new boys on trial and not competent messengers. The parents of the boys pleaded with us to take their boys back and we did so. Their parents were not aware of their boys' actions and did not approve of it. The president and general manager and the superintendent of the company were absent from the city, and the boys took advantage of their absence. Think strike would not have taken place if they had been at home."

No. 1197. Alleges for cause: "A demand for extra pay on Sunday, and obnoxious sergeant."

No. 1197½ says: "The company has a system of fining the boys which they use to such an extent that the boys' salary is reduced on an average \$1 a week."

No. 280. "Is in sympathy with strikers in down town office."

MUSICIANS.

Four strike cases reported ; all unsuccessful ; number engaged, 6. Causes of strike 1, discharge of K. of L. musicians ; 3, refusal to recognize union rules. No answers to other questions.

NEWSBOYS.

Two strikes reported ; both successful ; number engaged, 140. To other questions, no answers.

NEWSPAPER MAILERS.

One case reported ; compromised ; 55 engaged. Cause of strike, increase of wages. No answers to other questions.

OIL CLOTH WORKERS.

A strike took place in an oil cloth factory at Astoria, L. I. The operatives' ground of complaint was the imposition of unjust and unreasonable fines by a martinet foreman. A new hand taking the place of a striker was assaulted and badly hurt. The strike was unsuccessful.

One strike reported ; unsuccessful ; 25 engaged, who lost places ; loss to employers, from various causes, \$14,000. No answers to other questions.

OIL REFINERS.

An oil works in Long Island City was put under strike at the beginning of 1887. The "squeezers" in the tin shop went out for an increase of wages. There had been a rise of from 10 cents to 11 cents per 1,000 during a period of active business, but when trade assumed its usual proportions the price went back. It was claimed that a reasonably expert and steady worker could make 20 cents an hour, and that expertness might be attained by a couple of months practice. The work requires close attention, however, and the workmen are liable to accidents, especially to their hands, which disqualify them from active work, beside which it is a season trade. In a few days a concession was made by all the trade. Piece work was abolished, and a regular wage of \$12 per week established, which was satisfactory to all concerned.

Early in February the contagious influence of the longshoremen and coal strikes extended to the oil factories of Long Island City and Hunters Point. As soon as it was known that the coal and longshoremen had given up the contest, the oil workers returned to work. It was a strike in sympathy, with no further result at the time than lost wages and wasted hours. Later on it was, however, alleged that the workmen who had been most demonstrative of their sympathies had been marked, and that reductions or dismissals were made under the influence of memories connected with pernicious activity in an injudicious contest.

A difficulty in which a handful of still-cleaners were concerned in the Point Breeze oil works, near Philadelphia, led to a strike by 600 workers, on the principle of the injury to one being the concern of all. The influence of this Point Breeze wave reached as far as Hunters Point and Long Island City, which are centers in this State of the great Standard Oil combination of capitalists.

The original difficulty at Point Breeze was the refusal, by the superintendent, of permission to wet the red-hot coke from the stills, the dry handling of which was dangerous to the workmen. Those men who refused to work at peril of life and limb had been replaced by Slavs, and thereupon the other workmen struck in sympathy.

Four strike cases reported; unsuccessful; number engaged, 638; lost positions, 41; loss in wages, \$10,242.31; loss to employers, \$3,000.

Causes of strikes, to assist coal handlers; duration, one, 10 days; 65 engaged; no other answers. One, 14 days, 437 engaged; 41 lost positions; loss to employers, \$3,000; loss of wages, \$7,932.31; one, 5 days; number engaged, 41; loss in wages, \$410; one, duration 10 days; engaged, 95; loss in wages, \$1,900. To other questions, no answers.

No. 45. Employers remark: "This firm had no inconvenience in the State of New York. Their main works are in New Jersey. They have a small factory in this State, down the bay, but that factory was not then running, and though they sustained serious inconvenience in New Jersey, they were not affected in this State, otherwise than in a general sense. We have had no strike among our employés, or trouble with them of any sort whatever. During the recent trouble among the coal handlers our place was closed for a time on account of scarcity of coal. Otherwise we have not been affected by any labor difficulties."

No. 297. Employers remark: "We have had no strike or lock-out or other trouble with our employés. Our mill has been running continuously for a long period, stopping January 29, 1887, for about 5 days for want of coal. We commenced running as soon as we received coal."

No. 1665. Employers remark: "Our men went out in February last in sympathy with other strikers, without making any complaint or demands. They returned in about 10 days and were taken back. The wages paid are irregular, ranging from \$1.50 to \$3 per day."

No. 282. Employers remark: "There was no cause for a strike so far as we know. No demands were made. The men quit work and stated afterward it was to help the longshoremen's strike. We simply filled their places as soon as possible, and took no strikers on again."

PAPER BAG MAKERS.

At Ballston a strike for better wages took place in a machine bag factory last April. A considerable proportion of the operatives are girls and women. The day's wages, ranging from 75 cents to \$1 for females with \$1.25 to \$1.50 for males, the operatives were of opinion that an advance might be made without injury to the employer's interest. They applied for it and not getting a favorable response struck under the orders of their District Assembly officers. The employer seems to have reasoned gently with his people and pointed out that they ought to be satisfied. But they refused to be convinced that 75 cents was fair wages for 10 hours' work and, as alleged, very rushing work, 15,000 bags per day a piece. He introduced other hands from the the outside, who, as the mill hands were very demonstrative, were marched to and fro under police protection; there was no actual violence, but a great amount of threatening. The local Knights of Labor declared a boycott against the firm's bags, which was never raised, but did not seem to bring about any improvement in the operatives' condition or any diminution of the employer's trade.

One strike; unsuccessful; 63 engaged; 50 lost places; loss in wages, \$500; cost to union, \$1,400; cause, increase of wages.

PAPER BOX MAKERS.

NEW YORK CITY.

The box makers last September, notified employers of demands for a revised scale of wages and Saturday half-holiday, with the threat of a general strike as the alternative.

COHOES.

In this case there was an open revolt by manufacturers against the assumed powers of a district master workman, Knight of Labor. The Knight called on manufacturers in Cohoes, and demanded that discharged employes should be reinstated and that boxes should not be supplied to certain objectionable persons under pain of boycott. A manufacturer then and there made answer that he wanted "no fooling" with Knights of Labor, and would run his business to suit himself, and that he would reinstate discharged Knights.

One strike ; unsuccessful ; 20 engaged in strike ; loss to employers, \$1,500. Boycott, 1 ; pending. Cause of strike, to assist knitting mill operatives. To all other questions, no answers.

PAPER HANGERS.

One strike ; unsuccessful ; 10 engaged and lost positions ; loss in wages, \$175 ; cost to union, \$100. Cause of strike, to assist marble workers.

PAPER MAKERS—(STRAW).

One strike reported ; unsuccessful ; number engaged, 9 ; lost positions, 3 ; loss in wages, \$250 ; loss to employers, \$500 ; duration, 12 days ; cause of strike, increase of wages. To other questions, no answers.

No. 748 says: "Legislation is not needed. Legislation can not give value to labor. Labor is valuable according to its direction, its energy, its intelligence; hence, he who produces the best in quality and greatest in amount, or either, in a given time, produces the greatest value, and will receive the largest wages, if an employé, and the largest income from capital invested and labor performed, if an employer. It is the quantity and quality that gives value to labor, not legislation; hence, any legislation that has a tendency to lessen either, is an injury to the workingman, and whatever injures the workingman is detrimental to the business interests of the country."

PAPER RULERS.

Forty-three strikes reported ; 33 successful, 6 compromised, 4 unsuccessful ; engaged in strike, 259, of whom 16 lost places ; loss in wages, \$2,878.50 ; estimated annual gain in wages, \$28,602 ; loss to employers, \$9,820.

Causes, duration and other details, are as follows: Duration, one for 1 day ; one for 1½ days ; three for 2 days each ; eight for 3 days each ; two for 4 days each ; three for 5 days each ; two for 6 days each ; one for 9 days ; five for 10 days each ; three for 12 days each.

Discharge of union men, 1, unsuccessful ; engaged, 9, who all lost positions.

Employment of non-union men, 1, unsuccessful ; engaged, 6.

Increase of wages, 30, successful ; 2 unsuccessful ; engaged, 236 ; lost positions, 7 ; loss in wages, \$2,310 ; estimated yearly gain, \$27,504.

Miscellaneous, 1, successful ; engaged, 3 ; loss in wages, \$19.

Obnoxious rules, 2, successful ; engaged, 5 ; loss in wages, \$49. To other questions, no answers.

PATTERN MAKERS.

One strike ; unsuccessful ; 12 engaged ; loss in wages, \$1,100 ; duration, 35 days. To other questions, no answers.

* No. 938 was a case of difference of opinion as to wages. A printing press manufactory will not allow of a strike in their establishment. That, however, is what seems to have been intended by about 100 pattern makers and laborers who, in May last, asked for an advance of wages, which was not acceded to, and therefore they quit by order of the walking delegate in the very midst of the work in which they were engaged.

PAVERS.

Four strikes reported ; 3 successful ; 1 unsuccessful ; 23 engaged in strike ; 5 lost positions ; loss in wages, \$1,658 ; estimated yearly gain in wages, \$2,808. Causes, results and details are as follows :

Increase of wages, 1 ; number engaged, 5, who lost positions ; result unsuccessful ; 1, number engaged, 18 ; duration, 18 days ; loss in wages, \$1,458 ; successful.

To assist carpenters, 1 ; successful.

To assist lathers, 1 ; successful. To other questions, no answers.

PEDDLERS.

Two strikes reported ; results doubtful ; 50 engaged. Cause, 1, refusal to handle boycotted material ; 1, to assist suspender makers.

PHOTO-ENGRAVERS.

One strike ; unsuccessful ; 30 workers engaged ; ten lost positions ; loss in wages, \$500 ; duration, 7 days. No further answers.

The following trade circular explains itself :

No. 24 :

NEW YORK, *February 19, 1887.*

The Photo-Engraving Company :

The executive committee of the Photo-Engraving Union, having full power to act for the engravers in your establishment, present you the inclosed petition for an increase in the scale of wages, the adjustment of grievances, etc., we beg to draw your attention to the fact that the engravers in your employ are the poorest paid of any in the business, although fully as capable and competent as any in the employ of other firms. The increase is requested in this manner, that is, allowing 6 months between each increase, so as to give you the opportunity to adjust your prices and meet the increased expenditure ;

also to prevent the possibility of any future dispute. In reference to the request for time and one-half for over time, the engravers would then be placed on the same basis as men in other trades.

When "laying off" hands during dull times we desire that each man shall take his turn, as this is the only just way; believing in mutual assistance we are willing to make sacrifices for one another. In inserting the apprenticeship clause we believe it is a matter of great importance, not, only to ourselves but likewise to employers. Were apprentices employed indiscriminately the business would be overcrowded with men, half of them incompetent. These matters are of vital importance to your employés, and we hope that you will give them the consideration which they deserve.

We respectfully request that you give this your immediate attention. A response is expected by Wednesday noon, the 23d inst.

Yours, respectfully.

THE EXECUTIVE COMMITTEE.

1. Wages on and after February 26, 1887: The wages of all the engravers in your establishment earning less than \$13 per week be increased \$2 per week on the present scale of wages, and those receiving \$13 or more be increased \$1 per week on the present scale.

2. In the first week of September and March of each year the wages of engravers shall be increased \$1 per week until they have reached the minimum scale of \$12 per week for cutters, and \$18 per week the minimum scale for finishers.

3. Over-time: All over-time shall be paid for at the rate of time and one-half.

4. All members of this union not regularly employed as weekly hands, taking work out, shall be paid at the rate of 40 cents per hour.

5. During dull times, when there is an insufficiency of work for all hands, no employés shall be "laid off" indefinitely. Should there not be enough work for all the engravers, the time shall be equally divided. No engraver shall be "laid off" twice while there is another who has not been "laid off." Each employé to be laid off not more than one day at a time.

6. No member of this union shall be discharged without notifying the chairman of this shop.

7. No engravers shall be employed by this establishment other than members of this union.

8. We expect you to abide by the following article of our constitution in relation to apprentices, viz.:

Apprentices shall not be employed in any chapel within the jurisdiction of this union unless they have attained the age of 17 years, and

only under the following conditions: They must sign an apprenticeship contract with this union, stating that they will work the full term of apprenticeship of 4 years; the first month without pay, the next 5 months at the rate of \$2 per week; thereafter to receive \$1 increase in weekly wages every 6 months until the end of the second year, after which the rate of increase shall be \$3 in weekly wages each 6 months until \$12 per week has been reached, when the apprentice may be considered eligible to membership in this union.

Sec. 9. When apprentices are taken on in any chapel under the jurisdiction of this union, the chairman in such chapel shall immediately notify the executive committee of the fact, together with such items as they deem of value to aid in reaching a decision of the case. Should the executive committee find that the state of business will not allow the employment of such apprentice without detriment to those hands already employed in the trade, they shall immediately notify the chairman who shall thereupon demand the dismissal of such apprentice until business shall warrant his employment. No apprentice shall be taken on while competent men are out of employment.

PIANO MAKERS.

Five strikes; 4 successful; 1 compromised; 185 engaged in strike; loss in wages, \$6,000; loss to union \$320; estimated annual gain in wages, \$1,560; loss to employers, \$3,000. Causes and details of strikes are as follows:

Increase in wages, 1; duration, 16 days; number engaged, 125; loss to employer, \$3,000; loss in wages, \$6,000; cost to organization, \$320; 1, duration, 6 days; 10 engaged; compromised; 1, duration, 5 days; 10 engaged; successful.

Reduction of hours, 1; successful.

Reduction of wages, 1; duration, 5 days; 10 engaged; successful. To other questions, no answers.

PRESS FEEDERS.

In connection with the compositors' strike there were some minor troubles in the trade, which do not call for any special comment. Some were, perhaps, sympathetic with that already mentioned. Seventeen strikes reported; 7 successful, 2 compromised, 8 unsuccessful; 246 engaged in strikes, of whom 64 loss positions; loss of wages, \$3,436.43; lost by union, \$54; estimated annual gain in wages, \$3,465. Causes and details of strikes are as follows:

Duration of strikes: One day, 1; 1 day, 4; 3 days, 1; 7 days, 2; 8 days, 1; 9 days, 3; 15 days, 2.

Causes: Increase of wages, 6; 2 successful, 1 compromised, 3 unsuccessful; number engaged, 66; lost positions, 34; loss in wages, \$112; cost to union, \$20; estimated gain, \$3,465.

Reduction of wages, 1; number engaged, 17; lost positions, 5; cost to union, \$34.

Refusal to handle non-union material (scab work), 1; unsuccessful; number engaged, 7; lost positions, 5; loss in wages, \$70.

To assist other trades, 9; 5 successful, 1 compromised, 3 unsuccessful; number engaged, 156; lost positions, 20; loss in wages, \$3,254.43.

PRESSMEN.

Eleven reported strikes, of which 5 were successful, 1 compromised, 5 unsuccessful; number engaged, 120, of whom 32 lost positions; loss in wages, \$4,178.98; loss to union, \$300; estimated gain in yearly wages, \$1,638; loss to employers, \$120. Causes and details of strikes are as follows:

Duration: One day, 1; 7 days, 2; 8 days, 1; 10 days, 1; 15 days, 1; 16 days, 2; 3 not reported.

Cause: Increase of wages, 1; number engaged, 7; lost positions, 7; loss in wages, \$99; estimated yearly gain, \$1,630.

Discharge of union men, 1; number engaged, 11, all lost positions; loss in wages, \$439; cost to union, \$300.

To assist other trades, 9; 4 successful, 1 compromised, 4 unsuccessful; number engaged, 102; 14 lost positions; loss in wages, \$3,640.98.

No. 759. The inclosed circular gives a true and impartial account of the whole affair. As I said before, there will be trouble among the pressmen as long as the feeders are in the same union.

NEW YORK, *March 14, 1887.*

To whom it may concern:

The following paragraph appeared in the *Leader* of Monday, March 7th:

"This morning the pressmen and feeders in the employment of Jenkins & McCowan, 222 and 228 Centre street, went on strike. The men demanded the enforcement of the scale of Pressmen's Union No. 9. There are about 30 men out. Union men are requested to keep away until all the trouble is adjusted."

On Saturday, March 5th, we gave one of our pressmen a week's notice to look for another situation. On Monday morning, this man, acting on his own responsibility, ordered all hands in the press-room to quit work, which they very promptly did. We sent for the president of the union (No. 9) to come up and adjust matters. The president denies that he promised to come, so we will give him the

benefit of the denial, but it does not alter the fact that he ought to have come, which he promised to do, but did not come. On the afternoon of the same day we received a letter from the men, containing the following demands :

1. That we discharge the foreman of the press-room.
2. That we pay all feeders \$12 per week.
3. That we reinstate the man who was discharged.
4. That we reinstate a feeder who left us a week before of his own accord.

To these demands we paid no attention, and, as the union had taken no action in the matter, we proceeded to fill up the vacancies with new men.

On Thursday two delegates from the union called to arbitrate. They offered to cancel the demands made by the strikers, but they insisted that we should discharge the new men and reinstate the old ones. This we refused to do, for the following reasons: Our men had struck without notifying us, thus violating a promise made by the president of union No. 9 that no change should occur without giving us notice; and after the union, through its president, had been informed of the strike, no steps were taken to end it, and we were compelled to hire new hands, whom it would be unjust to discharge and make room for men who had left us in such an unwarranted manner.

According to the by-laws of Pressmen's Union No. 9, the strike was irregular, unnecessary and tyrannical.

Section 2, article 4, reads: "If a conflict should arise between employés and employer of an office, and the said employés should contemplate going on a strike, they shall first lay the matter before the union before taking any action thereon."

Section 11 reads: "Disputes between members and their employers, which can not be adjusted after conferences by the parties, shall be settled by arbitration, wherever practicable."

These laws are plain enough, but the officers of the union are powerless to enforce them, and the members keep them or break them just as suits their purpose. Three times within a year our pressmen have treated us in this arbitrary manner.

We never discharged any man because he belonged to a union. On the contrary, we voluntarily made both branches of the business union, and we claim that our employés should have notified us of any grievance before resorting to such extremes.

This is a plain statement of the case. We appeal to your sense of justice to uphold us in the action we have taken.

Respectfully.

JENKINS & McCOWAN.

P. S. Since the above statement was made, the following advertisement appeared in the *New York World*, showing that the union justifies the strike:

"Pressmen and feeders to keep away from Jenkins & McCowan, 224 Centre street; a strike there. N. Y. Pressmen's Union No. 9."

Pressmen's Union No. 9, of this city, has adopted a resolution instructing the delegates to the International Union to vote against separating the feeders and pressmen.

PRINTERS — (COLOR AND BLOCK).

One strike reported; unsuccessful; 78 workmen engaged; all lost positions; loss of wages, \$2,500; loss to union, \$1,500. Cause — refusal to recognize union rules.

PRINTERS — (COMPOSITORS).

This trade has had a great and persistent strike, on which a large amount of relief money was spent, and a large sum lost in wages. The specific cause of the quarrel was trivial. The consequences involved were important. It was a square struggle for supremacy between employer and employés as to making the shops "card shops," meaning that every employé should be a union member with all that the name implies.

As far back as last August the International and other unions had submitted to the book printers a scheme of new regulations involving among other things 43 cents per 1,000 or \$18 per week or 30 cents per hour, with other figures for table work, etc. There were some other propositions not material to the present report. The scale was modified by the association of Typothetæ (the employing printers). The union passed on the modifications but added a new article: "In accepting this scale the office must be strictly a card office." This meant that the men employed must hold a "card" of membership in the Printers' Union. It necessarily implied the non-employment or even the discharge, when employed, of non-unionists. The Typographical Union No. 6 is a very strong body and has most of the best workmen in New York among its members who are engaged on the New York daily papers where, from the nature of the work, prices run high. The 43 cents was high for book offices, much of the book work of New York having gone out of the city even into adjoining States on account of high prices. Nevertheless, the employing printers

granted the advance but objected to the "card" rule and upon this a struggle ensued. Both sides were powerful. A strike was declared and the contest was waged with great spirit. The State Arbitration Commissioners offered their services as usual but the workmen declined. There was nothing to arbitrate; it was simply yes or no as to the card rule. The argument on the side of the men was their gain by universality of regulations and evenness of prices, on the side of the employers the acceptance of Unionists implied control of the shops by the men with absolute power of fixing prices and trade rules. The strike began in the first and ended in the last week of October; it included the first houses in the trade. The men who went out received an unusual liberal strike allowance, but the strike was a failure because the employers were able to fill the vacant places with men from the outside, even if they were not all first-class workmen.

At the height of the struggle 32 of the employers issued the following, over their signatures, as an advertisement in the public papers :

TYPOTHETÆ ROOMS, 19 PARK PLACE, NEW YORK, }
SATURDAY EVENING, October 22, 1887. }

To Printers and the Public :

WHEREAS, Typographical Union No. 6 has adopted a scale of prices and accompanied said scale with the condition that every printing office become "a card office" which the officers of the union explain to mean the discharge of every non-union man now in our employ and a pledge that hereafter none be employed unless they be members of said union.

Resolved, That we absolutely and unqualifiedly refuse to accept said new scale unless this objectionable feature be withdrawn.

Resolved, That every member of the Typothetæ display in his office a card signifying that the office is not a card office.

Thirty-three strikes reported; 4 successful, 18 compromised, 11 unsuccessful; 933 engaged in strike; 384 lost positions; loss of wages, \$25,079.17; loss to union, \$215; loss to employers, \$14,905. Causes and details of strikes are as follows :

Duration: One day, 2; 2 days, 1; 4 days, 1; 5 days, 1; 7 days, 1; 10 days, 1; 11 days, 2; 13 days, 1; 14 days, 1; 15 days, 1; 17 days, 1; 18 days, 5; 19 days, 1; 21 days, 3; 227 days, 1.

Discharge of foreman, 1; unsuccessful; 12 engaged, who lost in wages, \$54.

Obnoxious rules, 1; successful; engaged, 75; loss in wages, \$135.

Refusal to recognize union rules, 2; unsuccessful; 86 engaged; 25 lost places; loss in wages, \$943.50; lost to union, \$125.

Increase of wages and union rules, 25; 1 successful, 18 compromised; 6 unsuccessful; number engaged, 684, of whom 348 lost positions; loss in wages, \$20,821.67.

Non-payment of wages, 1; unsuccessful; 7 engaged, who lost positions; loss in wages, \$105.

Miscellaneous: Two successful, 1 unsuccessful; engaged, 69; 4 lost positions; loss in wages, \$3,020; loss to union, \$90. To other questions, no answers.

The following circular was issued by No. 1896, a well known employer, to their own customers, as well as to justify their position in the trade contest:

"We desire formally to call your attention to the strike now in progress in our establishment, state its cause and its present status, in order that you may fairly understand the situation, and determine as to your course regarding your own interests that are involved.

"The strike is not for higher wages, but simply to enforce a demand made by Typographical Union No. 6, that every compositor or proof-reader that is not, or will not become members of that organization shall be discharged. The union demands that we shall insist that every employé we have, no matter how competent, and without regard to long years of faithful service, shall be compelled to submit himself for membership to this union, and if rejected by the union we shall discharge him, and it is demanded that every other employer refuse employment to such person.

"In other words we are asked to conspire with Typographical Union No. 6 to deprive any and every workman whom they may designate, of his birthright, the right of earning a living for himself and family.

"We can not yield to such a wicked demand. We have nothing to say against trades unions properly conducted for the benefit of their members, and for the regulation of prices which are to govern their members (and which usually govern all others in a locality), but we most emphatically decline to recognize the right of any union to order us to turn faithful workmen into the street to starve.

"This is the issue, we recognize the equality of every competent workman in the establishment, no matter whether he does or does not belong to any particular union, church or nationality, just as the State recognizes the equality of all men before the law.

"We wish it to be known that we are contending for, not against the rights of workingmen.

"We regret our inability to fill your orders promptly. We are gradually filling the places of the striking workmen. If too slowly for your necessities, we will coöperate with you to get some of your work out through other channels.

"Thanking you for past favors, and asking your kind forbearance, so far as possible, in our present embarrassment, we are,

During the contest, the following statement appeared in the public papers (issued by Theo. L. De Vinne & Co. and 31 other firms):

"In view of the garbled reports and false rumors freely invented and published, and in answer to the wishes and inquiries of our customers and the community, we state emphatically that the whole of the above-named firms, with many additional employers, firmly adhere to their determination.

"No one member has evinced the slightest desire or intention of receding from the above action, or of withdrawing the card or paper indicated.

"Every employing printer and publisher, large or small, in and around this city who desires to assert his manhood and claims the right of conducting his own business without outside dictation, and who is opposed, therefore, to the tyrannical, illegal and uncompromising 'ultimatum' of 'Typographical Union No. 6,' is earnestly requested to send his name and address to our rooms, or to any of the officers or members.

"PETER DE BAUN,
"Secretary."

"WM. C. MARTIN,
"President."

No. 1890 remarks: "For the last year every man employed was required to have a card. Since the strike no man employed is asked to show card. This indicates more than a lost strike."

No. 1857. Employer remarks: "The strike in my office had no connection with the printers' strike of Typographical Union No. 6. It was the German Union, or Typographia No. 7, that made the demand that I employ only members of their union, abolish piece-work, discharge one of the apprentices, as they claimed I had one more than their rules allowed. I declared that, as most of my work was done in the English language, I could not compete with my English colleagues if I acceded to their demands, and that hereafter they should consider my office a 'Typothetæ' or 'no card' office. The union ordered

its members to strike; harassed me where they could; posted sentinels or pickets at the doors; sent circulars to my customers and called on them by committees to induce them not to have work done in my office, or take the consequences. They said the Central Labor Union would be induced to declare a general 'boycott' against me and those that patronize me. During all these troubles I filled my orders as usual, lost no customers, and have all the hands I need."

No. 1892. Employer remarks: "Our establishment took a most decided stand in this matter and refused absolutely to listen to any of the union's demands. Matters will probably regulate themselves after a while as the 'Typothetæ' is actively considering means of remedying the existing evils by some association of labor and capital. In our establishment we acted independently and received no assistance from them. High prices and domination on the part of the union have in the past diverted much of our business to Rahway, N. J. Loss probably \$5,000 divided equally between employers and employed."

No. 1896. Employer remarks: "We respectfully suggest that laws should be passed imposing a severe penalty upon any person or persons, who demand, without cause, the discharge of any other person and it should be particularly provided that refusal to join any organization is not cause."

No. 1898. Employer remarks: "At the outset of the strike the Typothetæ submitted the question of 'card office' to the State Board of Arbitration, agreeing to accept its decision. The union refused to arbitrate. Subsequently Mr. Donovan of the State Board called the Typothetæ in conference with the older members the union, whose advice was rejected by the strike committee of the union. The strike broke down, because our workmen saw too late the absurdity of the union demand. Not 5 of the 136 men who struck ever believed that the presence of the few non-union hands (about 12 all paid full wages) was a sufficient justification for a strike. They came back because the union could not hold them out.

"We recommend a plainer conspiracy law, making it a penal offense to attempt to deprive any man of employment. Before the strike we had but a dozen non-unionists, now we have more than 30. It is a case of prohibition that don't prohibit."

No. 1883. Employer remarks: "As soon as our men went out we filled their places with girls. We were fortunate in securing intelligent, rapid compositors, who do as good and, perhaps, faster work than the men we had. We pay them very nearly as much as we did our men."

PRINTERS — (TIP).

One strike reported; unsuccessful; 7 engaged, who all lost positions; loss in wages, \$100; loss to employers, \$400. Cause — increase of supper money; duration, 10 days. To other questions, no answers.

No. 1179. The employers, in making return, say: "Have filled vacancies with new men that are experienced in this line of business."

No. 1179. Union says as to cause of strike: "The men were working over-time and received 20 cents per night to pay for supper; the men requested 25 cents, and were told to go home."

The blank remarks: "The men are engaged in a coöperative enterprise at present, which gives signs of being successful."

Further remarks: "The local assembly to which these men belong objected to assisting them in their coöperative scheme, because of their having objected to taking 20 cents for supper, and because of the ignorance of the assembly of coöperative enterprises in general. The assembly have since given permission to start a coöperative tip-printing concern, and the labor organizations are now being asked to take stock. When started the scheme will be a success."

RAILROAD EMPLOYÉS.

Two reported strikes; both unsuccessful; 31 persons engaged, 21 of whom lost positions; loss in wages, \$515.15; cause of strike, increase of wages; duration, 15 days and 1 day. To other questions, no answer.

RIVET HEATERS.

One strike reported; unsuccessful; 19 engaged; loss of wages, \$38; loss to union, \$12.40; duration, 2 days. To other questions, no answer.

SALESMEN.

One strike reported; compromised; 53 workers engaged; 53 lost positions, but were engaged elsewhere; cause, method of payment. No other answers.

SALT BOILERS.

One strike reported; compromised; 60 engaged; loss of wages, \$1,200; cause, increase of wages. No other answers.

SATCHEL AND TRAVELING BAG MAKERS.

One strike reported; compromised; 4 persons engaged, of whom 1 lost position; loss in wages, \$220; cause, refusal to pay piece-work. Duration, 22 days.

SERVANTS.

One strike reported; unsuccessful. Cause, refusal to ride on freight elevator. This case was one in which the servants in an apartment house revolted against the indignity of riding in the freight elevator instead of in the ordinary passenger elevator. No information could be obtained except the bare fact of the demand and refusal.

SHAWL MAKERS.

One strike reported; compromised; 140 engaged in strike; loss wages, \$3,500. Cause of strike, objectionable employé. Duration, 24 days. No other answer to inquiries.

SHIP CARPENTERS.

Three strikes reported; 2 successful; 1 unsuccessful; 115 engaged in strike; loss in wages, \$1,500; loss to employers, \$5,000. Causes, reduction of hours; recognition of K. of L.; to assist longshoremen. No answer to other questions.

SHIP CEILMEN.

One strike reported; unsuccessful; 300 engaged. Cause, to assist longshoremen.

SHIRT MAKERS.

Three strikes reported; unsuccessful; 210 engaged, of whom 207 lost positions; loss in wages, \$21,000; loss to union, \$5,460; loss to employers, \$500.

Causes: One, increase of wages; duration, 15 days; 65 engaged; loss to employer, \$500; to employés, \$3,000.

One, employment of non-union men; 144 engaged; loss of wages, \$18,000; cost to union, \$5,460.

One, duration 18 days; 3 employés. No answers to other questions.

No. 1165. Union says: "This strike, against a 10 per cent reduction in wages, and against a non-union foreman, took place in a New York factory in July last. Two hundred and thirty-five girls and 6 men went out. The objectionable department foreman was said to have sided against his fellow workmen in another shop, and thereby broken their strike, for which reason the employés objected to him. The story of the strike, as condensed from reports in the public press, is as follows:

"A large number of the girls have worked in the factory for 10 and 12 years, and none of us ever had any difficulty with the firm before

Mr. ——— became the superintendent. Some 3 years ago our earnings were cut down 10 per cent, but believing that, under the circumstances, the cut was a reasonable one, we offered no objection. About 5 or 6 months ago another small reduction was made, and again we accepted it resignedly. Although the discharged superintendent was a union man, and we all liked him very much, we continued our work as before, when he was discharged to make room for the new man, for we belonged to no union and did not consider the matter any special grievance of ours. When the new man took charge, however, he announced his intention of thoroughly reorganizing the working system of the factory, by following a policy of the most rigid economy. He proceeded to do so by discharging the assistant superintendent and several of the cutters, and taking men in their places at largely increased salaries. Some of the new men got \$4 and \$5 a week more than the old ones. Then he began sending work outside of the factory to be done.

"When the girls asked why this was done, he explained that he had made a contract which he could not break, and besides he got the work done much cheaper. However, if the girls would consent to a certain reduction on that line of work he would not send out any more. The girls would not consent to do this, as at the figures proposed they could not make over \$3 or \$4 a week, and no respectable girl can board and clothe herself on that amount. Still, we did not make any complaint, for we thought that no further reduction would be made. We were deceived, however, for in a few days came a wholesale cut, averaging 50 per cent on all classes of work. Last Monday a committee was appointed by the girls to wait upon Mr. ——— and see if something could not be done. He would give us no satisfaction, though, simply asking what we were going to do about it. Of course we did not know. We hadn't had time to consider the matter yet. The foreman insisted upon knowing at once, and because we could not tell him then he discharged us all immediately. That was about 3 o'clock in the afternoon. We offered to work out the remainder of the day and complete the work on hand, but he refused, although he paid us for the full day. There, that is our story, pure and simple. We are ready to return to work to-morrow if we can get anything like reasonable terms. We have nothing against the employer, for he seldom visits the factory, and the only account he has received of the trouble has been through the foreman. We have endeavored to see our late employer to present our side of the case, but orders have been left to admit none of us to his office. Our only resource now is the press."

No. 1165. The union reports the cause of the strike as being against "the discharge of a cutter who had served on a committee, and a demand that he be reinstated."

No. 1165. Employers say: "Immediately after the lock-out, we invited all employés, except the cutters, to resume work, which they refused to do. Afterwards we were visited by representatives of District Assembly 49, Knights of Labor, and agreed with them, and at their request, to reemploy all employés (excepting cutters). These representatives reported to us that they had urged them to return to work, but they refused to do so unless we discharged the cutter who was first employed, who was the cause of the strike. This we refused to do.

"During the past two months about 50 of the locked-out operatives have resumed work from time to time, and the factory is still open to all such until all vacancies are filled.

"Immediately after the lock-out we commenced taking new hands; and at this time we are manufacturing our usual production."

No. 172. A shirt factory is established at Greenwich, N. Y. In January, 1887, a strike of employés was reported. It was stated that the factory managers had made certain changes in their style of work which enabled them to dispense with several hands, but at the same time it entailed some extra work on those retained at work, for which extra work no additional pay was given. Thereupon dissatisfaction and remonstrance, which were unavailing. At last a strike. The employers then conceded that the objectionable extra work should be withdrawn. But the employés, for the most part female, having begun a strike thought it a waste of energy to have accomplished nothing and demanded that a revision of prices should take place and that popular prices which had been the rule some three years previously should be restored. This the proprietor refused and added a new grievance to his system by sending work out among the farmers and outsiders whose competition too often cuts down the earnings of regular operatives.

The result was a reference by consent of both parties to the State Board of Arbitration who drew up a scale of prices and closed the strike for the time.

The Greenwich firm are contractors under a shirt factory doing business in New York city and Troy, whose prices were the regulator that influenced the Greenwich concern, but as this firm had no direct relation with Greenwich employés or wages, no information was sought from them.

No. 172. Employer remarks: "An attempt was made to settle by arbitration, and after agreeing to submit it to the State Board the help began work, and the board took nearly two months to decide, during which time work was continued, and to be paid for as per schedule prepared by said board. Upon receipt of said schedule, neither party was satisfied, and some of the help refused to work according to it, and on the whole it was so high that the firm could not pay the prices, and the firm had to discontinue business and a new firm made their own schedule, and are now running on the new schedule. The result was that most of the help that struck at first went out, and did not commence with the reorganized firm. The whole trouble of settlement of the matter was due to the course pursued by the Arbitration Board. A majority of said board had a meeting with the employés and advised them what to do, and that during the time the testimony was being taken, and entirely unknown to either member of this firm. *These are facts that I can bring the proof to sustain*, and had I known it at the time I should not have consented to the taking of any further testimony, nor to any decision in the matter. You can get a copy of contract, also the decision of the board, at their office. They have them printed.

"There is nothing in this report that I care to keep private, either over my signature or otherwise.

"The help are about all coming in, having given me notice to that effect, and by another week I expect the shop to be as full as before any strike occurred."

SHOEMAKERS.

NEW YORK CITY.

At the beginning of 1887 some trouble arose in Gardiner & Estes', a New York city manufactory. The story has been told with much circumstance and some difference in detail, but brought down to its simplest form it was that one Potter, a burnisher, had been discharged by Hartt, a foreman, for forging or altering his work coupons, on which the amount due each worker is made up at the end of the week, whereby he succeeded in getting double pay. Simply a case of swindling the employer by false returns. Hartt's action in discharging the offender was a duty if the offense was proven. The Knights of Labor District Assembly, to which Potter belonged, said that it was not proven, and that it was an act of spite or tyranny by Hartt, whose dismissal they demanded. The firm investigated the case and decided to stand by their foreman. To find out the truth they determined to prosecute Potter,

but Potter was not anxious for that kind of investigation and fled the city. The knights now abandoned Potter, but still demanded Hartt's dismissal and it being refused they struck against the shop.

The State Board of Arbitration offered their services, but the knights declined; nevertheless there is reason to suppose that its assistance was accepted by the employers in an advisory capacity.

The Manufacturers' Association had taken the matter in hand from an early date, and it is understood had decided against Potter. When Potter was removed from the scene it only remained to deal with Hartt to reward him for duty done, or punish him for pernicious activity. The strike in Gardiner & Estes' shop was undeniably a great loss to that firm, and it was lost to the employés, beside which all labor troubles are dangerous, for there is no knowing whose turn may come next. It was decided, therefore, to sacrifice Hartt. February 21 an agreement was signed as follows:

"This is to certify that the committee of the Manufacturers' Association and the executive board of D. A. 91 have agreed to the following in the settlement of the lock-out in Gardiner & Estes', shoe manufacturers, Fourteenth street and Ninth avenue: That Foreman Hartt be laid off and Mr. Gardiner only have the power to hire and discharge men in any department.

"N. B. Words 'laid off' mean 'discharged.'"

The next week the strike was ended and the power of the Knights of Labor was recognized. Since the close of the strike it is matter of common notoriety that Hartt has lost every position he has obtained. The associated employers would not or could not sustain him, and his case has been the subject of a conspiracy prosecution against the persons alleged to have been active in preventing him from getting a livelihood. The course of these proceedings is recorded elsewhere. (See boycott, etc.)

Messrs. Hanan & Son are wholesale shoe manufacturers in New York city, doing a very large business, and employing an unusual number of hands.

In March, 1887, they had a young man, Dunphy, in their employ, who had made application to join the Knights of Labor. For some reason not explained there was some delay about his acceptance. This hesitancy gave offense to the applicant, who therefore took to vilifying and otherwise ill treating the Knights of Labor as a body, upon which the Knights of Labor resolved not to admit the

said Dunphy into their organization. This seems a very small beginning to a great quarrel, but it is all this Bureau has been able to ascertain. Underestimate of Dunphy and Dunphy's sharp tongue. The order resolved to discipline Dunphy and called on the firm to discharge him. The firm thought it was no business of theirs and declined. The next step was a strike on the ground of employing non-union labor. It ought to be remarked that Messrs. Hanan & Son have already an agreement with the shop committee that all matters in difference should be arbitrated between the shop committee and the employers, but Mr. Gill of the D. A. committee claimed that his committee took precedence of the shop committee even in shop matters, and had a right to intervene where they saw fit. In any case they ordered a strike of Hanan's shop, and the shop obeyed. It was said that 300 out of 350 employés had gone out, but perhaps some of them reviewed the matter and went back to their benches, for that number did not remain out. A *Daily News* report stated that a reporter had gone through the shop, seen the people at work, and found 253 by actual count.

Hanan & Son, however, determined on carrying the war into the enemy's country. They caused the arrest of Messrs. Gill and Foster of the the Knights' executive board on a charge of conspiracy and had them held to bail. These parties were also defendants in the Hartt case. Naturally the workmen looked on this second arrest of their officials, although for a separate offense, as part of a plan to crush their organization.

Messrs. Hanan were members of a Manufacturers' Association, and a motion was made in that body to organize employers for protection and resistance to unreasonable demands so far as the law permitted; also for making all their shops non-union.

The strike in Hanan's factory was practically ended in a few days, though not declared off. Pickets placed at the door were soon withdrawn. Outside this shop it, however, continued and a boycott was instituted. Meanwhile the law proceedings went on before the city courts, of which an account will be found under another head.

Another result of the strikes of which the brief story has here been told, was the revival of a new union, "The Manufacturing Shoemakers' Benevolent and Protective," which was the outcome of a difference between the foreman of Hanan's factory and the master workman of D. A. 91.

ALBANY.

A well known manufacturer in this city called his employés together at the end of last January, and made a statement to them that in consequence of the high rate of wages in this city he could not compete with eastern manufacturers, some of whom were paying wages ranging from 10 per cent. to 50 per cent. below his. He invited them to consider the matter; either the Knights must persuade eastern men to make a raise, or Albany must make a cut. The Knights at first refused consent to any local reduction; on the contrary they demanded an increase, but for the present they would consent to a continuance of wages as they were, pending a reference to the Arbitration Commissioners. Matters dragged along through February, but in the first week of March the workmen made up their minds that the employer would see the policy of making an advance rather than of shutting down or removing, and so they demanded 10 per cent. advance. That being peremptorily refused, they struck. The employer wrote a protest to the local master workman, pointing out that the Knights were acting in direct contravention of the order's rules by striking while an agreement was under negotiation. The strike does not seem to have been formally abandoned, but the people went back to work.

March 30, the parties interested met before the Arbitration Commissioners, and it came out incidentally that there are 76 branches in factory shoe making, which implies that products have to be compared with the like branches in the various towns or factories, these being again dependent on local conditions of the trade, and the wage earners. The employés objected to the introduction of these outside prices, and insisted that the employer, under investigation, should make his own scale, and live up to it. The meeting was then adjourned for the arbitrators' report. April 11, the walking delegate, without notice, called all the employés out of the shop. This appeared to the employer an unwarrantable exercise of power; he notified the arbitrators of the act, and that he considered negotiations closed. It turned out, however, that the people had gone to a meeting, and they came back in a body after a couple of hours absence.

The decision of the State Board of Arbitration was finally rendered April 15. After reciting the agreement to arbitrate, which

under the law, the Board think it necessary to take from the parties to the issue, the Board proceeds:

"The principal difference was upon the matter of wages; the company asking a reduction varying from 15 to 45 per cent. and the employes requesting an increase in kindred proportion. The evidence proved that the line of goods manufactured by the company is met in the market by competition from prison made work, which reduces the margin of profit to such a low figure that the corporation is unable to make an advance in wages, while, on the other hand, the statement of the earnings of employes show such a low average that they can not stand a reduction and live. The decision of the Board, therefore, is that the rate of wages paid by the company prior to the commencement of the difficulties submitted for arbitration on or before January 29, 1887, shall be the rate payable from the date of the agreement of March 16."

The arbitrators recommended the discontinuance of the piece system as leading to disagreements, while as to shop discipline, the Board preferred to leave the questions for settlement by the parties themselves.

The next step after settlement of all claims by employers was the closing of the factory early in May, for what purpose was not announced; probably to look over the field and decide on a course of action. Business was resumed in July, but the firm has since been closed out under judgments granted by the courts.

Nine strikes reported, of which 5 were successful, 1 compromised, 2 unsuccessful, 1 pending; number of workmen engaged, 988, of whom 361 lost positions; amount lost in wages, \$36,450; loss to union, \$17,712; estimated yearly gain of wages, \$4,942; loss to employers, \$73,765. Causes and details of strikes:

Duration: One, $\frac{1}{2}$ day; one, 1 day; one, 4 days; two, 7 days each; one, 8 days; one, 53 days; two, no return.

Increase of wages, 6; 657 engaged, of whom 300 lost places; loss of wages, \$13,450; cost to union, \$212.

Increase of wages, with other causes, 2; duration, 4 days; number engaged, 151; lost positions, 61; loss of wages, \$9,000; cost to union, \$10,000; estimated gain in year's wages, \$4,942.

Refusal to recognize union rules, 1; number engaged, 180; loss of wages, \$14,000; cost to union, \$7,500.

No. 1748 is a case in which there was a difference but no strike. It is mentioned, as it introduced an unusually earnest "remark" by the employer, who says: "We feel that the labor associations are run by

professional agitators and are not fair in meeting employers, taking what they can get by hook or crook rather than a sense of fairness. The fact that the general prosperity of a business is necessary to their own is a small part of the question with a large portion of the employés."

No. 117. Employers remark: "At the end of the fall season in December, 1886, we as usual discharged our employés; this sometimes is only a matter of form, but we did not intend then to reëngage our cutters. When the new spring season opened we hired new shoe cutters, and we were willing to pay to the new men an advance of \$2 per week and in some instances more than \$5, but the union insisted upon us taking the old men back and giving them the increased pay and less work or less number pair of shoes to be cut. They have averaged with their increased pay less per week than ever before."

No. 116. Employers return: "Four hundred employés previous to strike; 365 employés after strike; 61 engaged in strike. To account for the apparent discrepancy of the number of employés as mentioned in questions 10, 12 and 14, would say that the 61 who were actively engaged in the strike threw out of employment as many more, who were not in sympathy with the strike. We would recommend legislation that would make it unlawful for any labor organization to force non-union workers into such organizations, by such acts of conspiracy as characterize this instance."

SILK WEAVERS.

The silk industry, though not as important in this State as in some others, is by no means to be overlooked as a wage earning trade or as a factor in the use and creation of capital. The employés are largely recruited from the foreign element, and sometimes their expectations are absurdly exaggerated; \$2.50 to \$2.75 a day, which is beyond the wildest hopes of the wage earners in Europe, seems but a small figure in piling up a fortune in this land of great expectations. It must be admitted, however, that the work is a little uncertain, though nothing equal in that respect to what it is in Europe or in season trades in this country. It is observable in this trade as in others that, while native born or long resident operatives are slow to try the extreme remedy of the strike, the newly arrived foreigner wants to strike on very slight provocation or ground of disagreement.

Seven strikes reported; 5 of which were successful; 2 compromised; 330 persons engaged in strike, of whom 8 lost positions; loss in wages,

\$14,570; loss to union, \$5,126; estimated yearly gain in wages, \$2,496; loss to employers, \$5,350. Causes and details of strikes: Duration, $\frac{1}{2}$ day, 1; $1\frac{1}{2}$ days, 1; 1, 6 days; 2, 12 days each; 1, 21 days; 1, 90 days.

Abolition of piece-work, 1; 16 engaged; unsuccessful; loss in wages, \$320.

Employment of non-union men; 1; 9 engaged.

Increase of wages, 1; 80 engaged; loss of wages, \$300; estimated yearly increase of wages, \$2,496.

Miscellaneous, 1; 23 engaged; 2 lost positions; loss in wages, \$750; cost to union, \$500.

Reduction of wages, 1; number engaged, 27; loss in wages, \$2,700; loss to union, \$400.

Refusal to recognize union rules, 1; engaged, 180; loss of wages, \$6,000; cost to union, \$3,000.

Saturday half-holiday, 1; engaged, 118; lost positions, 6; loss in wages, \$6,000; cost to union, \$1,226. To other questions, no answers.

No. 270. In this case the employer, a New York manufacturer, tells the story as follows: "The silk ribbon weavers mostly all belong to the Johann Jacobi Association and the United Ribbon Weavers' Association. They also form shop organizations. My weavers called a meeting in the first week of last February for the purpose of asking for more wages (which had been raised two weeks previous). Three of my men refused to attend this meeting. They were then fined 25 cents each. This they refused to pay. Thereupon I was formally informed of the facts and asked to discharge the 3 men at once. I had never asked any of my men whether they belonged to an association or not, therefore saw no reason why I should comply with such an arbitrary request and refused to do what they desired. Twenty-seven men then quit work, 5 remained with the 3 fined ones, leaving 8 weavers to work. The next day 30 females left, leaving 10 to work. At the regular pay-day they all received their pay and were discharged. Now came a warfare on their side. Men were stationed throughout the block to hinder anyone from entering my factory. Men at work and also females were insulted in all possible ways. A little later they were threatened and really went to work at the risk of their lives. I was forced to have police in front of my factory at closing time for over 7 or 8 weeks. Since about the last week in April all this has been stopped, but the Johann Jacobi Association still continues to advertise their *warning* in the *New York Volks Zeitung*, to the effect that all respectable workers, whether male or female, are *warned not to work for* — — —. This warning has been in the paper since the 16th of February, and continues at the present

time. My shop is to-day virtually boycotted by these working associations. During the time this turmoil lasted I was personally annoyed with insulting letters and financially restrained quite as long, as for weeks I only had a quarter of the force to work, and it is only since about 2 weeks that things look as of olden times. Being a citizen and taxpayer and following a respectable business, one naturally turns to the laws and authority for protection, and what do we find? The police refused to interfere because we never could get enough proof to convict any of them standing around the factory for interfering with my business, as they had a right to be in the street, and they had a right to talk to whom they pleased. They, the police, could only step in when the *peace was broken*. In regard to the advertisement, I called on two lawyers, asking their advice to have this stopped; both of them said, 'Well, if these parties were responsible parties you could stop them at once or get redress from them, but they are not, not even incorporated; don't bother about it; you will get no satisfaction; besides, what does it matter, it is *only* in the *Volks Zeitung*, and who cares?' Ah, that is just it. Manufacturers have to suffer and can not do anything because it is done by irresponsible men.

"Let me suggest that in my practical experience I have found the laws not insufficient, but the prosecution of irresponsible men seems to be impossible. The workingmen can do everything in their power to ruin the manufacturers, and as long as there is no actual breach of peace the latter have to bear it. Were the tables turned he would soon be fined. Why? Because he is a responsible person. I have always made it a point of honor to treat my men justly, and desire nothing more than a just law—a law which has the same effect for all."

The union reports: "Four men refused to pay dues, and violated other laws of the union."

No. 463. This case, which occurred in November, 1886, was one of reduction of wages. The employer says he was overstocked and there was no market. He was obliged to cut down or shut down. He preferred, in consideration for his employes, to cut down. They refused to accept the reduction, and he declared he was well satisfied to stand still. Whether the business was resumed or abandoned this Bureau is not informed. The employer, who has another and a profitable business, says he was only trying an experiment.

No. 1662. This case occurred in a silk weaver's establishment. The union return gives the cause of strike, "no woman to be employed at the loom," and adds: "The union does not object to females working

as spoolers, winders and warpers, but it objects to them working at the loom." The employer remarks: "We have had too much legislation. Our law makers care too much for votes and too little for the real interest of the people. The united workmen are in the worst kind of bondage. Several of my employés would have gone to work were they not afraid; as they expressed it, 'their lives would not be worth a button.'" The woman in this instance was said to have been an unusually good worker.

No. 1658. This was a strike to enforce the continuance of the summer Saturday half-holiday. The employer says: "The strike was a peculiar one, at the request of 7-10 of the hands, that the half-holiday be abandoned during the winter months, a notice was given to that effect. Their union, on hearing of this, compelled the hands to demand the half-holiday throughout the year. This demand being refused they struck, leaving their work with the expressed wish that they would be defeated." The employer adds: "We believe it to be impossible to make any agreement with operatives who are members of unions that will be binding upon them; whenever it suits their convenience or profit they will break it; and most certainly at the order of their union, whatever their own personal inclination may be. We can suggest no legislation; for of what benefit can any laws be when they depend for their proper enforcement upon officials whose every action is governed and influenced by the result that such enforcement may have upon the suffrages that may be concerned?"

SILVERSMITHS.

In the fall of 1886, certain employés of a New York firm demanded extra pay for overwork. To this the firm made no answer, but soon after there were 8 new apprentices put on.

In March, 1887, a walking delegate from the Brass and Silver Workers' Union interviewed the superintendent on the propriety of making some change in the administration of the Whiting establishment. The superintendent declined to discuss such matters with any outsider. Thereupon a delegation of the shop asked that the number of apprentices be reduced, that some of those now employed be discharged, and that only 1 new apprentice be taken in each year. There were at the time 13 apprentices in the Whiting shop, 5 of whom were nearly out of their time. The superintendent, after consultation with the firm declined to discharge any then employed, or to make any promise for the future. Thereupon several employés (chasers) struck, among them 3 of the appren-

tices, whose terms were near expiration, and who, presumably, considered themselves almost journeymen in interest.

It is not quite superfluous to remark that, from the earliest times, the number of new apprentices in proportion to skilled workmen has been a question in shops. The introduction of new candidates to compete for worldly position and business gain has been jealously watched by both master and men. Sometimes it has been fixed by law.

The immediate effect of the strike by the chasers of the company, now under consideration, was a consultation between the leading houses of the silverware manufacturing trade and organization of the employers. The union of the employés, known as the Atlas, was already strong and wealthy; they were also affiliated with D. A. 49 of the Knights of Labor, and had close relations with the brass workers. The employers individually considered that they had ground of complaint over the method theretofore pursued in the settlement of trade disputes. The men had followed the policy of divide and rule in differences or disagreements between themselves and the employers. The unions were strong, and a loss of wages for a short time was no worse than a holiday. The allowance did not press severely on the general fund. Hitherto any demands made had been for advance in wages or redress of special shop grievances, and the men had generally met with success; this apprentice question, however, touched the whole trade and united the employers, who decided on helping the Whiting concern to fill any pressing orders. The employers' concerted action in turn aroused the whole body of silver workers, and the policy of a general strike came under discussion. The employers, however, decided to take the initiative, and notices of lock-out were affixed in the shops, as follows:

"April 19, 1887.

"A strike is now existing in the Whiting Manufacturing Company on account of its refusal to discharge its apprentices, with whom it has agreements, limiting their number and term of service. This strike being ordered by an outside labor organization and supported by those employed in other factories, is an attempt of such organization to dictate the conduct of our business. We, therefore, give notice that our works will be closed Wednesday, April 20, at 6 p. m., against all members of any organization contributing to the support of the strike."

(Signature.)

To one of these shop notices there was a postscript:

"Notice, therefore, that all members belonging to labor organizations may consider themselves discharged."

In the beginning one very important company which has the principal workshop in Providence, R. I., was thought not to be in close communion with the New York houses. In fact, however, the Gorham was in harmony but a notice affixed in their shop had failed to elicit any expression of sentiment from the men. It was discovered that this attitude of indifference by the Gorham company was an encouragement to the strikers. The Gorham therefore decided on being more explicit and forcing their employés to a decision of some kind. Accordingly the following notice was hung up in their shop:

"Having evidence that a certain labor organization has for weeks past been attempting to interfere with that perfect freedom with which we have for a long series of years managed our business, we hereby give notice that for our own protection and that of our independent employés whom they have attempted to coerce and whom we believe to be in a very large majority, our works will be closed against all members of this organization on and after Saturday, April 23, at 5 o'clock P. M. Therefore all members of said labor organization are hereby discharged. Any man desiring to return to work can do so by severing his connection with said organization and assuring us that he is a free man. We also give notice that any man in our employ will be protected by us in the enjoyment of that perfect freedom of action that has already been accorded to all associated with us.

"GORHAM MANUFACTURING COMPANY."

This notice did not succeed in bringing out any members of organizations; but in some private way the management discovered a few persons whom they considered mischief breeders, and dismissed them; thereupon others came forward and threw up their membership, and surrendered their district charter, and the Gorham establishment was now free and clear of all disturbing elements, and able to act in concert with other manufacturers.

There seems, indeed, to have been much uncertainty, notwithstanding the printed notice, as to what the employés really required from their employers in relation to organizations. As before mentioned, the men of any one shop, or of any one department in a shop, having alleged grievance, could declare a strike, and receive

their strike allowances from other branches in the very same shop, or from other shops continuing at work, and by this method harass employers with a succession of petty strikes and forced settlements, small in detail but large in sum total. The employers seem to have asserted this in good faith, as a piece of dexterous and successful skirmishing. The men, on the other hand, deny that there was any such premeditated practice, and instance shops in which the union membership was comparatively small. This was especially the case in the Gorham shop, and yet the whole body of employés were ordered up to purge themselves of the charge of belonging to an organization. The employers, as a body, undoubtedly objected to their men organizing, and so facilitating strike operations. Tiffany & Co.'s posted notice was to the effect:

"This is a free shop, and will only employ free men, to whom work and protection are offered. All men desiring piece-work will call at office."

Piece-work had been at one time the rule in the trade, which seems reasonable, seeing that there is, especially in chasing and other ornamentation, a good deal of taste, and many little tricks of handicraft. The men themselves had, however, asked to be put on fixed wages by which earnings were more nearly equalized, and thereby the average of wages was about \$18 or \$20 a week, though a few realized \$25, or even occasionally \$30.

The employers shop rule had one result which provoked some discussion among the men. The board of strikers and arbitration of D. A. 49 are reported to have advised their men to obey the terms of the notice, which implied throwing aside their adhesion to their union where it existed. The chairman of the board says this was only partially true — the intention being that the men at work might declare off "and so keep their places," which would be better than all being "out" at once. This, if truly reported, looks more to a policy of deception than a high principled assertion of right.

A meeting of manufacturers both of New York city and other places was held at the Everett House in New York, April 27, at which it was settled to extend the Manufacturers' Association, of which the nucleus had already been formed.

A hearty friend to the rights of workers and a pronounced advocate of the Knights of Labor, both in their acts and principles, affirmed that the action of the employers at this crisis was nothing

less than a criminal conspiracy, "otherwise there must be one law for employers and another for employes." An attempt of employers to deprive their men of their right to organize and discharging them for exercising that right, must certainly be as illegal as the ordering of a strike by an organization of workmen.

It was stated in the public press that the chief men of D. A. 49, had taken competent advice on this subject which was against the employers' action and rendered them liable to indictment.

The State Board Arbitration Commission now interfered, May 23, with a view to adjusting differences. They held a sitting May 24, at which the Knights of Labor and various labor unions attended, but the manufacturers declined to appear in answer to the commissioners' summons or to accept arbitration. They simply declared that there was nothing to arbitrate. The statements of those present were taken, and the commission then adjourned until a course of action could be arranged. At a second sitting of the Board, June 1, preceded by summons to all the parties concerned, Messrs. Tiffany, the Whiting Company, Dominick & Hoff and other manufacturers were present attended by counsel, also the labor organizations. The Board after useless effort to induce a friendly conference, decided that there had been a lock-out, which established a premise for the Board's right to intervene.

The Board took evidence from the manufacturers and from leading employes which established the facts of the difference between the parties, the taking on of apprentices, the men organizing as Knights of Labor, and the result was that the State Arbitration Commissioners could do nothing more. They closed the inquiry for the present, advising a conference of committees representing both sides.

Conferences were had as recommended, but without result, for although many of the workmen had resumed work and others were willing to do so, the chasers as a body, refused to give up their membership as Knights, and so were not accepted by the objecting employers.

Matters continued in this unsatisfactory condition until the middle of June, when at a meeting of silversmiths it was resolved to make a general attempt in the several shops to settle up the difficulty and to resume work even if they had to give up their membership as Knights. This measure was tried by most of the workmen, the "chasers" alone standing out. The various manu-

facturers replaced those who applied, requiring from each employé an agreement that they should not belong to any K. of L. organization while at work in the several shops. This action was not collective, it was individual in character, the oldest and best men continuing out longest, while the "chasers," as they had been the first to take action, were also tardiest in their submission.

By the end of June the lock-out was ended, all the workmen having either resumed their old places or changed around to other shops. The employers had won a fight which had been mainly for the purpose of antagonizing the influence of the Knights of Labor.

Six strikes reported; all unsuccessful; 456 workers engaged, of whom 5 lost positions; loss in wages, \$66,498; loss to union, \$16,400. Cause—number of apprentices; duration—one, 21 days; one, 60 days; one, 86 days. To other questions, no answers.

STABLEMEN.

One strike reported; successful; for increase of wages. No answers to questions.

STAGE DRIVERS.

The Fifth avenue stage line is almost a private corporation. It was started with the purpose of keeping the car track away from Fifth avenue to the damage of the property and comfort on that elegant and wealthy thoroughfare. The horses are good animals, the stages are roomy and commodious, make short trips and are only used by those residing on the avenue or in the adjacent streets. The men got fair wages, but were dissatisfied at working over 12 hours. This being represented to the company, they made arrangements to meet the men's demands. The rumor got abroad that a tie-up had been threatened, but the managers said that was not so and that the concessions had been made after very brief delay and without any threats or expressions of discontent.

On the same line there was another trouble which was rather a bit of comedy than a practical grievance.

No. 1563. This was a strike of stage drivers on the Fifth avenue transportation line. The managers having instituted a line for the accommodation of the elite and to do away with the awful probability of a car track on Fifth avenue, wished to place the external of their stage line on a basis with which the most fastidious resident or traveler could not find fault. Solid comfort was good, but appearances could

not be neglected; therefore the company ordered tall hats, or stove-pipes, at a cost of \$3.75 each. The men refused and struck against the novelty. Their demand in the matter of costume was "go as you please." The investment was a dead loss, but the plan was abandoned and the strike was a success.

One strike reported; successful; 90 men engaged; loss in wages, .180; loss to employers, \$700. Cause, obnoxious uniforms; 1 day; no other answers.

STEREOTYPERS AND ELECTROTYPERS.

Three strikes reported, all successful; 18 persons engaged; loss in wages, \$696. Cause of strikes: One, rival organizations; 2 to assist compositors; duration, 31 days. To other questions, no answers.

STOREMEN.

Eight strikes reported; unsuccessful; 443 engaged in strike, of whom 20 lost positions; loss in wages, \$30,752.50; loss to employers, \$65,000.

Duration: One-half day, 1; 10 days, 1; 16 days, 1; 17 days, 1; 24 days, 1; 28 days, 1; 38 days, 1.

Causes: Three, refusal to handle boycotted coal; 1, successful; 2, unsuccessful; 190 engaged; 20 lost positions; loss of wages, \$12,250.

Refusal to handle boycotted coal and freight, 3; unsuccessful; 33 engaged; loss in wages, \$5,022.50.

Refusal to handle boycotted freight, 3; unsuccessful; number engaged, 220; loss in wages, \$13,180. To other questions, no answers.

SURGICAL INSTRUMENT MAKERS.

One strike; compromised; 72 persons engaged; 3 lost positions; loss in wages, \$10,000; cost to union, \$2,166.57; duration of strike, 41 days; cause, shop rules and regulations; no other answers.

No. 170. The employers, a New York city firm, say that the cause of strike was "shop rule and regulations." The employes say "the firm trying to reduce the price on piece-work, finding the men resist, tried to enforce obnoxious regulations." The "remarks" of the employes say: "By all appearance the surgical instrument makers are suffering severely under the competition with the European manufacturers, especially Germany. Their goods have been and are often offered for sale as cheap as the price paid here on piece-work. We have been trying to find out how this is possible; the custom house duty on

surgical instruments is said to be 40 per cent. In several instances we have been successful where *importers of surgical instruments had made false statements regarding the value of instruments they imported*, but are at present unable to detect and follow up any infringement on the government. We hardly believe the Bureau of Labor Statistics or government has the power to prevent any importer or manufacturer from making false statements concerning the value of a surgical instrument, unless it be controlled by the workmen in coöperation with the manufacturers having a person of their choice in the custom house to examine the instruments that are imported."

A lengthy correspondence passed between employers and employés in this case, by which it appeared that the differences between the parties arose from the employés going out for beer. This the firm tried to check by fixing a beer hour in the afternoon and forenoon, which was announced by steam whistle. To this the men objected as interfering with their independence and obliging them to drink when they were not thirsty. There was not the slightest suggestion by the firm that the men abused the privilege or misconducted themselves, but the firm considered the going out an interruption to business and breach of shop discipline. The employés insisted that beer was an article of necessity to counteract the effect of gas and miasma caused by chemicals used in the business, and insisted on their right to take it as and when needed. Thereupon 72 out of 90 men struck. The union denies the "strike" and calls it a "lock-out." The union took the matter up and endeavored to force the employers to a more liberal view of their employés' rights as free men and citizens. The firm, however, declined their intermediation. The shop rules must be obeyed. A question now arose as to the taking back of those whose places had been filled and the discharge of the new hands. To this the employers would not submit; besides the dull season had set in and they had no need of so many employés. The result was that some were taken back, others were left outside, and the difference died out, the rules being observed.

No. 170. Employers say: Obedient to request in your circular letter dated April 18, 1887 (Blank 170), we add a history of the strike, with copies and translations of correspondence.

Previous to the posting up in our factory of the following letter to our foreman we had heard no complaint and we were not aware that any dissatisfaction existed in our factory.

[*Translation.*]NEW YORK, *March 5, 1887.*

We beg that you will see to it, that the following rule, which we have introduced long ago here in New York, be also observed in the steam shop :

It is permitted to get beer *only* at 9 A. M. and 3 P. M. (the noon hour, of course, excepted).

(Firm signatures.)

On March 8, we received the following communication :

[*Translation.*]

In reference to an order, which has been posted in different places in the shop determining a certain recess for getting beer and drinking, it was resolved, at a meeting of the workingmen of above firm, to ask the firm of ————— to reconsider said rule and to annul it. As it is not our intention to drink in an intemperate or time wasting manner, and still do not want to be restricted to a certain time in which to do so, we apply to you to grant said request. Anticipating a kind answer we sign

THE WORKMEN OF THE FIRM.

To this we made reply :

NEW YORK, *March 8, 1887.*

DEAR SIRS.—We are sorry that our well-meant desire in reference to a fixed time for getting beer has not been understood.

It is so necessary, that a certain rule and order shall exist in every factory, and that is, we think, also your wish ; besides, is it not better for you ?

We understand that this rule exists generally in nearly all factories of the city, and we are told that, generally speaking, everybody is satisfied.

For years it has been our wish to introduce this system in our factory in Williamsburgh (Brooklyn, E. D.). We find that this arrangement pleases every one here in New York, where it was introduced long ago, and we are firmly convinced that you will be well pleased with the rule after you have got used to it.

We certainly would not attempt to cause you any discomfort—have we not on the contrary always tried to treat you in a friendly manner ?

We trust that when you consider this matter calmly, you will agree with us.

Yours respectfully, etc.

The employés replied promptly as follows :

[*Translation.*]

DEAR SIRs.—In answer to your favor of the 8th inst., addressed to the workmen of the firm of ———, we inform you that we have quit work this morning at 10.30 on account of the discharge of several workmen, who were to be curtailed in our previously enjoyed free movements.

Dear sirs, this has certainly not been done, because we find such great pleasure in the enjoyment of beer, but in consideration of the limitation of our personal liberty, and also other preceding cases of reduction of wages of different colleagues.

For, dear sirs, the consumption of beer is secondary with us; but, what always was our principal aim, that we have held the renown of the firm of ——— high, through the furnishing of good and correct instruments, and that workmen who devote their whole strength to fulfill their duty completely, must enjoy liberties which have not yet harmed the firm.

You mention that you have always tried to treat with us in a friendly manner, so we have established a union for the purpose to lift up and assist the business, which certainly could only be of benefit to the firm; still we have made the sad experience that our committees were finished off with nice words and our union ignored.

Exists there a higher aim in humane society? Does not the prosperity of a people consist in the welfare of the workingmen and their families?

You speak of the friendly manner in which you have met us, but have never thought to care for our personal sanitary welfare, notwithstanding all complaints which have been heard almost daily.

Have the gentlemen, perhaps, ever experienced the sufferings which we have always been subjected to in the shops, and often were forced to disperse the bad smells of gases and miasmas which fill the whole building, by means of a refreshing drink?

Had you formerly sought not only to use our strength, but also to retain it through kindly intercourse, then we to-day would not have to mention so insignificant a question as that about beer.

For the end of our resolution we would like to inform the gentlemen, that their interests as well as ours lie in working only with members of the union and with such who have the firm will to do their whole duty in the interests of the firm as in ours, which is just; and warn the gentlemen not to consider our existing differences as if we

had quit work on account of so insignificant a cause, as the drinking of beer, because in that event, we shall find means and ways to defend our interests before the public in conformity with the truth.

We are also determined to guard the interests of our colleague and to stand fast until these differences have been satisfactorily removed on your part.

The firm replied as follows:

[*Copy.*]

NEW YORK, *March 10, 1887.*

GENTLEMEN.—Your letter dated yesterday has been received and in reply would say, that we expect our employés now and in the future, to observe rules which we find it necessary to make.

Yours respectfully, etc.

Shortly after, a committee of the Central Labor Union of Brooklyn called upon us and March 14, 1887, we wrote to their secretary as follows:

DEAR SIR.—We have considered the matter concerning the discharged employés, and in answer would say that, although we do not say that we will not reemploy some of them, we can make no promise that we will reemploy all of them.

Yours respectfully, etc.

We received reply:

BROOKLYN, *March 17, 1887.*

DEAR SIRS.—Your letter to hand and laid before the committee, for which accept thanks for your favor.

I am further instructed to ask your firm to be more explicit in the matter.

In the first place you must take into consideration one fact, that the men in your New York shop had no grievance, and only quit work by order of their union. Are those the men you speak of as not taking back?

On the question of the men in Brooklyn, I would say that the committee acknowledges your right to make such rules as the firm deem proper during working hours, provided said rules are not tyrannical.

On the previous inquiry, are those the men whom you say you won't take back?

As a friend of the firm I would say, don't discriminate, but take all parties back, they agreeing to abide by the rules of the firm, as experience has taught that employers have nothing to gain by antagonizing labor.

Respectfully, etc.

To this we replied:

[*Copy.*]

NEW YORK, *March 18, 1887.*

SECRETARY C. L. UNION. — We thank you for your favor of yesterday's date and shall do our best to answer clearly all inquiries contained in it.

When you and the other gentlemen of the committee called upon us, and when we wrote you our last letter, we did not have in mind either all the men who left our store-shop or all the men who were discharged from our Brooklyn shop, but merely wished to reserve for ourselves the right to decline to take back such from either or both shops for whom we had no use.

Since then, there has been a perceptible slacking off of trade, and we are not in a position to take all men back, even if they should want to come.

One man from the New York shop has since called upon us and informed us that he is not coming back, and three of our Brooklyn men have called, had their accounts settled, and have taken work in other shops.

This is a personal liberty we have never denied our workmen, namely: to seek employment elsewhere, whenever they may find it to their advantage, and, having accorded such rights to others and being perfectly satisfied and having parted amicably with these, our former workmen, we think we should be accorded the same right, to reemploy only the men we require.

The summer and dull trade is before us; perhaps we would have kept our men, had they not struck work, thereby accumulating stock which we do not require, but can not afford to do so now.

Any workman, for whom we can not find work now, need not feel himself aggrieved, because the fact of his having worked in our factory will make it easy for him to obtain employment at other shops in the trade, as some of those who went on strike have already done, as we have mentioned before.

We do not consider our rule which caused the strike a tyrannical one, and this we believe your committee acknowledges.

We trust that you took pains to investigate the three items of alleged reductions, and found what we told you, when we met your committee, was true and that we made no attempts to mislead or misinform you in any way.

Yours very respectfully, etc.,

April 11, 1887, we received a call from committee of Central Labor Union including three of our men, and a few days later received following letter :

[*Translation.*]

BROOKLYN, April 13, 1887.

As a result of the conference held between the representatives of the firm of _____ and the committee of the Central Labor Union, as also the Surgical Instrument Makers, a meeting of the striking workmen of above mentioned firm was held to-day.

At this meeting, the committees which had conferred with the firm of _____ reported and following final resolution was adopted unanimously:

We, all the striking workmen of _____, declare ourselves ready to return *in corpora*, under the conditions (inclusive of all existing situations, for wages and prices for piece-work) as such have existed until the time of the 1st of March, 1887, but only after all men who have remained at work, and all who have since been taken, are discharged.

We request the firm to let us know in writing what resolution they have come to, or whether they prefer to settle the affair with a committee.

Respectfully.

THE EXECUTIVE COMMITTEE.

We replied:

NEW YORK, April 14, 1887.

The Executive Committee:

GENTLEMEN.—Your communication of 13th inst. is received. A discussion of your resolution would be useless, because we have given our decided and final answer to the committee of the Central Labor Union and your committee when we stated *that we positively would not discharge the men now in our employ*, and we can now only repeat what we said then.

Yours respectfully.

We received reply:

[*Translation.*]

BROOKLYN, *April 16, 1887.*

Your answer to our resolution of the 13th inst. is in our hands, and we note that you insist upon not discharging the workmen who remained at work and the new ones.

We can only reply, that the duty and the necessity of such, as members of a large central body, command us to hold fast to this one demand from our side.

Understand us, gentlemen, that it is neither pride nor assumption, as is usually judged of the workingman, it is the consequence for self-preservation, founded upon a basis of right.

There are 72 workmen with their families, among them those who for many years, have used their strength and skill not only for their living, but also in the interests of the firm; the same have contributed, through their knowledge, to the growth of the business and to its renown.

These workmen have used up their capital in the same, used it through wearing out of their strength, and if the circumstances permitted it, to replace the waste of strength by a saved penny for times of need, or through speculation, still this was not possible for all, one being prevented by sickness, the other by strong increase of family.

The state of things of the present, brought on by the mistakes of badly governed politics in this country, have forced the workingmen to form a union, in order to help one another, and that must be a worthless man who does not recognize his value, and who does not invest his capital under the interest rate, to which the laws and the wisdom of man entitles him.

The gentlemen will see, that it is not incorrect for workingmen to belong to a union, and that as such we also have duties, that a firm should give such men, above all, confidence who prove that they deserve it, for we act in the one case as we do in the other.

Finally we ask the members of the firm to receive a committee Thursday, April 19th, at 12 o'clock noon, or to fix a time, in case you are prevented to do so at above time.

In the name of the striking workmen.

THE EXECUTIVE COMMITTEE.

We replied:

NEW YORK, *April 18, 1887.*

The Executive Committee :

GENTLEMEN.— We are in receipt of yours of the 16th instant. Our resolution not to discharge the men now in our employ is final and will not be changed; still, we are willing to see the committee, and the members of the firm will be at their office, 107 Park Row, at noon, Thursday, April 19, 1887, for that purpose.

Yours respectfully.

(Signed) _____

We met the committee April 19th and 21st, and made the following agreement, verbally:

Beer rule to be enforced. Rule signs to be removed and the steam-whistle at 9 and 3 o'clock to be discontinued. All men to be taken back, who wish to come, except ———— and the others who have taken work to be withdrawn, except ————. He is to remain in the Boerum street shop. No demonstrations to be made on either side.

The workmen returned to work, April 25, but went for beer as formerly, at other times than those set down in the rule.

We sent word to the factory, that there evidently was some misunderstanding, and asked a committee to call upon us.

Next morning the men did not return to work, and we received a call from a committee, asking us to sign the following:

[*Translation.*]

BROOKLYN, *April 26, 1887.*

After we returned yesterday morning at 8 o'clock, in order and according to agreement, quietly and without demonstrations, we took up our work, relying upon the word of the firm according to agreement in the last meeting, but came to the conclusion last night, after we had completed the day without any breaking of an agreement that you sought to put difficulties in our way, which proves to us that you do not wish to do what you have promised us.

This proof we have received through Mr. ———— in the shop, who spoke with several members of the committee about reports from the store :

Dear Sirs.— We are sorry that such things occur, but we are ready, all as one, and one for all, to guard our rights as men, and in order that no more misunderstandings may occur, we have set up the follow-

ing five points, upon which we must stand, and request the gentlemen if they accept it, to sign.

1. The wages, as also prices for piece-work, remain as they were until March 1, 1887, in future; however, if it should become necessary to make reductions here and there, we request the firm to confer with the standing committee.

2. Tools must be furnished by the firm, or, if made by the workmen, the time must be paid him according to his wages.

3. All men who remained at work, and all new men engaged during the strike, must unconditionally be discharged (excepting the rubbermen and the engineer).

4. We demand that beer drinking be allowed every man in the shop, according to his requirements; drunkenness and neglect of work through the same, the firm has the right to chide, or if necessary, to punish by dismissal.

5. We demand that all the striking workmen be taken back.

We ask the firm to decide about these five points by 4 P. M. to-day, and to at once notify us.

THE EXECUTIVE COMMITTEE

Of the Striking Workmen of ————.

We, in reply, at once told the committee that we could not accept any of their five conditions.

We soon after received the following letter:

BROOKLYN CENTRAL LABOR UNION, }
67 MYRTLE STREET, BROOKLYN, April 26, 1887. }

SIRS.—It's strange that such a misunderstanding should take place between the firm and the employés as what has taken place.

One thing the Central Labor Union is certain of, that the men have a just cause and will most certainly sustain them to the bitter end if it takes a year.

We must certainly look at it on your part as playing a double game which the union will not stand, and therefore demand that the firm comply with the verbal agreement entered into between the firm and the executive board of the Surgical Instrument Makers in a reasonable time, say 48 hours, or else stronger measures may be adopted to force the firm to keep its agreement as previously mentioned.

An early reply looked for.

Respectfully yours.

(Signed) _____.

We replied:

NEW YORK, *April 27, 1887.*

Secretary Central Labor Union:

DEAR SIR.—Your favor of yesterday's date is received. The part of the verbal agreement in reference to which the committee claim to have misunderstood us, was that we would remove the signs in the factory which gave the "beer rules," and that we would discontinue the whistling at 9 A. M. and 3 P. M., but that the beer rule was to be obeyed nevertheless.

As on the first day, the rule was broken, we at once notified the committee that there was evidently a misunderstanding and requested them to call upon us.

Before the committee called, the men had struck work again.

The committee called in the afternoon and presented demands, 5 in number, some touching altogether new points, which we could not agree to, and so informed them.

Yours respectfully.

(Firm's signature.)

After several conferences with committees we agreed to take all back that would apply individually for work, excepting three men, whom we named, and on May 19, 1887, the workmen, with the exception of these three and a few who had obtained permanent places elsewhere, returned to work.

STATE OF NEW YORK, }
NEW YORK COUNTY. } ss.:

_____, a member of the firm of _____,
being duly sworn, says that the statements above made by him, as
also the copies and translations, are truthfully made to his best
knowledge and belief.

Sworn to before me this }
23d day of June, 1887. }

[L. S.] THOMAS KILVERT,
Notary Public, New York County.

SUSPENDER MAKERS.

One strike reported; unsuccessful; 40 persons engaged; loss in wages, \$1,700; duration, 29 days; cause, reduction of wages. No other answers.

TAILORS.

One strike and boycott; 4 boycotts; 3 boycotts successful, 2 pending; 52 engaged, 17 of whom lost positions; cost to union, \$26. Duration, 1 strike and boycott pending; 1 boycott pending, 2 boycotts 21 days each; 1 boycott 14 days. Causes, refusal to recognize union rules 1; employment of non-union men 4.

TANNERS.

One strike reported; unsuccessful; 9 engaged, who lost positions; cause, reduction of wages. No other answers.

TELEGRAPHERS.

One strike; successful; cause, increase of hours. No other answers.

TERRA COTTA WORKERS.

This is not a very extensive industry in this State, but it grows with taste and the general demand for decoration. Numerically weak as the trade is, there are enough for a strike. The story is told in the following:

One strike; unsuccessful; 98 workers engaged, of whom 10 lost positions; loss in wages, \$1,100; duration, 5 days; cause of strike, increase of wages and discharge of committee.

No. 1090. Employer remarks: "So far as this company is aware, the immediate cause of the strike was as follows: The last of May a convention was held of delegates from the terra cotta works of New York, Chicago and Perth Amboy, at which a schedule of wages was drawn up by the delegates, calling for an average advance of about 18 per cent. in all departments. The employés were informed that the managers of the three companies would consider the matter and return an answer as soon as possible. Before such an answer was returned, on the last day of June, owing to work being a little more slack, 11 men, including 4 union men, were laid off by the company. A demand was made by some of the employés that these 4 men should be taken back. This was refused, and a part of the men struck. No trouble was found in securing new men, and if the strikers had not returned to work on the date named their places would have been filled in a few days. None of the foremen and none of the skilled help struck."

THEATRICAL EMPLOYÉS.

One strike reported; successful; 4 persons engaged. No other answers.

TIN CAN MAKERS.

Four strikes reported; 1 successful, 3 unsuccessful; 186 workers engaged; loss in wages, \$860; 1 boycott pending; duration, 4 days 2; causes, reduction of wages, 1; increase of wages, 1; refusal to recognize union rules, 1; increase of wages, 1. No other answers.

TINWARE — (STAMPED).

One strike reported; successful; 100 engaged; cause, reduction of wages. No other answers.

TORPEDO MAKERS.

One strike reported; unsuccessful; 20 engaged, 6 of whom lost places; loss in wages, \$25; duration, 2 days. Cause, Saturday half-holiday.

This was a juvenile strike last May, by a lot of youngsters in a toy torpedo factory in Brooklyn. A Saturday half-holiday was their objective point. This demand was not acceded to; but the employers remarked:

No. 1161. "The hands refused to work at 7 o'clock in the morning already. If they had waited until noon, and if they had worked until that time, they would undoubtedly have got the half-holiday. The hands that put the strike in force were all under 20 years of age."

The case was taken out of the ordinary run of strikes, by proceedings before the local justice in East New York. The employers charged certain forward youths with conspiracy to disturb the peace and stop the work of the fireworks factory. The relatives of the accused lads retorted by a charge of employing children under legal age and so violating the code; the Society for the Prevention of Cruelty to Children having been notified took the case in hand and carried it to conviction. The employers were fined \$20 on one complaint, with others pending, while the boys charged with conspiracy were reprimanded.

TYPE FOUNDERS.

One strike; successful. Cause: Increase of wages. No other answers.

UNDERWEAR.

Two strikes reported; 1 successful, 1 unsuccessful; 30 persons engaged, of whom 10 lost places; loss in wages, \$30. Duration: One, $\frac{1}{2}$ day; 1, 3 days. Causes: Increase of wages; 20 engaged; discharge of employé; 30 engaged; 10 lost positions. No other answers.

A Brooklyn manufacturing company were the employers in a case that called for investigation. It appeared that twenty girls were employed in trimming ladies' garments, at a weekly salary of \$5. They then demanded an increase of \$1 a week, and the proprietor gave it. The following week, however, he began discharging them, two at a time, and filling their places with new and inexperienced hands. On the following Saturday the girls went on strike in a body.

State Commissioner Donovan was called in to arbitrate, if possible, but he found that he could not make any satisfactory arrangements. It was alleged that the proprietor of the concern was making at least \$40 a week from the services of each of the girls, to whom he paid in no case more than \$6 a week. The girls had other grievances, in the management of the factory, the atmosphere of which was so charged with gas as to be unbearable, which had, it was said, contributed toward the death of one of the young employés. The girls worked 10 hours a day, with only half an hour for lunch. It was complained that the manager refused to turn on the steam, when they were so cold and shivering that they could hardly work.

No. 1829. Employers remark: "Since the strike above referred to, we were obliged to discharge one of the strikers for an infringement of our rules, whereupon the rest of the strikers demanded that she be reinstated. On the demand being met with a refusal they walked out, taking with them 9 recruits. The places were filled immediately, and to our material advantage, as we experienced little or no trouble teaching new hands, and found them more attentive to their duties. The walk-out occurred on October 15th, and by the 18th of October we succeeded in filling the vacancies so caused. There was no diminution in the volume of work turned out, but, to the contrary, it was increased about 10 per cent. under the new and inexperienced hands. We could not suggest any act of the Legislature, or law that might be enacted, that could bring about a different result in this particular case."

USHERS.

One strike; unsuccessful; 8 engaged in strike. Cause: Objection to a fine.

VARNISHERS.

Nine strikes reported, 4 of which were successful, 1 compromised, 4 unsuccessful; 386 workmen engaged of whom 108 lost positions; loss in wages, \$14,667.25; cost to union, \$305; estimated gain in year's wages, \$6,188; loss to employers, \$10,000.

Durations of strikes: One-half day, 1; 1 day, 1; 2 days, 1; 14 days, 2; 16 days, 1; 20 days, 1; 39 days, 1.

Causes of strikes: Increase of wages, 7; 3 unsuccessful; engaged, 106; 4 successful; engaged, 130.

Increase of wages and reduction of hours, 1; engaged, 120; loss to employers, \$10,000; loss in wages, \$9,000; unsuccessful.

Obnoxious rules, 1; successful.

No. 264. This was a strike for increase of wages from \$2.50 to \$3. The work was on one of the great city buildings. The employer remarks: "Wages being paid to men when they struck were the union wages. The men thought to force an unjust increase, as the time in which work to be finished was very short. Resolute stand was taken against compromise of any kind. Men went to work of their own accord."

VASELINE WORKERS.

One strike; unsuccessful; 79 engaged; all lost positions; loss in wages, \$3,950; loss to employers, \$15,000, duration 30 days. Cause, sympathy with coal handlers.

Last February the Chesebrough Manufacturing Company of Brooklyn sent the following communication to the Mayor of Brooklyn.

"We would call your attention to the fact that our works are practically in a state of siege, the few faithful men remaining in our employ being intimidated and threatened with injury, and even death if they continue in our employ. To protect our men, we are obliged to lodge the greater part of them in the factory, and have their meals furnished them. I respectfully ask you to provide us with adequate police protection, as at present it is insufficient, and our works are in danger and our men exposed to injury. Without any grievances as to wages or otherwise, our men deliberately struck work in a body. To this, I have no objection to offer, as I consider that they have a perfect right to do as they choose, but I respectfully present that it

is not lawful for them to threaten and intimidate the remaining faithful ones. Please take notice, that in case of damage we shall hold the city of Brooklyn responsible to us."

No. 28. Employers in their remarks give the following from the *New York Evening Post* as fairly representing the state of affairs: "Soon after the coal handlers' strike began, the Chesebrough Manufacturing Company of Brooklyn, found themselves short of coal. The company had a contract with one of the coal companies to deliver coal to them as fast as it was wanted. The contract had a clause in it by which the coal men could refuse to fulfill it in case of a strike. This the coal company took advantage of and Mr. Chesebrough was notified that the coal would not be delivered. Not being willing to shut down the works and throw the hands out of employment, the company caused burners to be placed in position under the furnaces, for the purpose of burning oil. This was done, and for some time oil was used as fuel in place of coal.

"This method was very expensive, costing \$120 per day, where coal would only cost \$40, and the company tried to get coal by some means while the coal men were unable to keep to their contract. The coal people said that they could load the coal well enough, but they were unable to get boats to carry it. Mr. Chesebrough then looked around for a boat; he succeeded in getting a canal boat whose owner agreed to carry the coal to the company's dock for \$1.50 per ton, the former price being 25 cents. The boat was sent over to New Jersey and loaded. Then it was taken to the company's dock at the foot of Commerce street, Brooklyn. Men were sent to unload it, but were not allowed to do so. The neighborhood where the boat lay was an exceedingly rough one, and a large crowd of striking longshoremen, coal heavers, etc., gathered and by threats and intimidations prevented the coal from being discharged. Mr. Chesebrough was unwilling to risk any lives, and so for a short time the unloading was stopped. In a day or two it was found that the ice had broken a hole in the boat, and the pumps had to be kept going in order to prevent her from sinking. Mr. Chesebrough was determined to put hands enough at work to unload enough coal to bring the hole in the boat above water, and gave orders to that effect. Among all his employes, there was only one man who had courage enough to face the consequences, and go down on the dock to rig the derrick for hoisting. The men in the factory then notified Mr. Chesebrough that they would not work 'scab' coal, and if he persisted in unloading the coal, they would go out on strike. Mr. Chesebrough asked them if they intended stopping

work and putting a number of people out of employment because he was trying to get coal to keep them at work. They said that they were afraid to continue work, as a strike had been ordered. In a letter sent to the company, they said that they had no grievances, but were ordered out, and must go. On the other hand, if they continued work, they said, it would be dangerous to life.

"Mr. Chesebrough then said that he was going to work his factory, and would not submit to dictation. New men were hired in the places of the old, and they were armed and protected. A number of them were fed and lodged at the factory, not leaving the place at any time. Two of the new hands had been attacked during this time, and Mr. Chesebrough called upon the mayor for protection for his men. A protest was made against this by the strikers, saying that there was no danger, and that protection was unnecessary. To refute this, the statement of the men in writing was shown, and the necessary protection was given. The men were ordered to go to work and unload the coal at all hazards, and the factory was put to work with the new hands and a few of the old hands who had remained faithful. The factory is now running in fair shape, but as the new men are inexperienced, work is somewhat behind, but the new men are gradually improving in their work.

"When the strike was declared off by District Assembly No. 49, a committee of the old men waited upon Mr. Chesebrough, and demanded that the old force be taken back in a body. This was refused, and the men were told that if they wanted to go to work again they could apply to the superintendent individually, presenting a proper excuse for leaving, and they would be taken back to fill any places which might be vacant. In no case, however, would any of the new hands be discharged to make room for them. This the committee refused and said, that they must be taken back in a body. Mr. Chesebrough asked them if they expected him to shut down his factory at their dictation, keep it closed until such time as they were ready to go to work again, and then open it again and put them to work. They said 'Yes.' Mr. Chesebrough then told them that they were never more mistaken in their lives, and that he should do nothing of the kind. The committee then left. He was afterwards waited upon by the committees from other organizations, and finally by a committee from Montauk Association. This committee told Mr. Chesebrough, after he had refused to accede to their terms, that they would make an issue against the company; their manufactures would be boycotted by all the associations; their freight should not be handled, and that everything possible should be done by them to

force him to give in to his men. He said, however much he might be disposed favorably towards them, he was then firmly fixed in his mind. His ultimatum was, that under no circumstances would the men be taken back in a body, but only on the terms before stated. Before he would give in at all, he would close up the factory and go out of business.

"This is the state of affairs at the factory at present. The boycott has not yet been put on, and when it is, if at all, the company will pay no attention to it. One of the new men was assaulted lately by some of the strikers, and badly beaten. Investigations were made, and the man who did the assault found. He was arrested and brought before a police justice, who held him in \$300 bail. His case comes up to-morrow, and his counsel will find General Catlin arraigned against him, with the firm intention of making a test case of it. It is the intention of Mr. Chesebrough to press this case, to show his new men that no expense or pains will be spared to protect them in every possible way."

The following is a copy of a letter written by the employés to the firm:

Mr. Robert Chesebrough:

We, the employés of the Chesebrough Manufacturing Company, acting under instructions of ————, would respectfully submit to you the following statement:

1. We are living in a ward mostly comprised of workingmen and citizens, in which your works are situated, who are in full sympathy with us in our present cause.

2. Your employés went out for no personal grievance. We could not tolerate the responsibility to use non-union coal.

Whereas, If we remain at work the lives of ourselves and families would be made miserable and dangerous, and detrimental to your interests and ours. Therefore, you will see at a glance the position in which we are placed. In consideration, we, therefore, as a committee appointed by your employés, would respectfully ask for a conference, as we think the matter has not been placed before you in the right light. The committee now awaits an answer.

Yours respectfully.

EMPLOYÉS OF CHESEBROUGH COMPANY.

NOTE.—The conference was granted and the committee received. Their demand was, "To be taken back in a body and the new hands discharged when the coal strike was declared off by the Knights of Labor."

The origin of the trouble dates back to the coal and longshoremen's strike. The Chesebrough company ran short of coal; to prevent closing their factory they sent to Weehawken for a lighter load of coal. When the coal reached the Long Island shore the proprietor asked his men to help discharge the lighter and so get the coal to the factory. They refused to handle "scab" coal on the ground of the assembly's order. One man only was willing. Thereupon Mr. Chesebrough hired non-union help and got his coal home. All his employes struck. When the coal strike came to an end, the 150 strikers asked for reemployment and demanded the discharge of the men newly taken on. This was promptly refused as to the discharge of new men; the taking back of the old in a body was also refused; but any man that wished employment was welcome to apply singly, standing on his own merits.

Upon this, members of the Montauk Assembly are reported to have threatened a boycott. The whole story is told in the employer's own words; his statement is corroborated by the statement of the public press generally.

WAITERS.

In this calling there were a few strikes and attempts at boycott, either for insufficient wages, poor food, hours or other personal causes important to the individuals, but not involving grievances of general importance.

Attempts at boycott by the union are not uncommon. But as they can not easily reach the public, it is a boycott to the exclusion of help where cause of dissatisfaction has been given by the employer.

Thirteen strikes reported; 3 successful, 1 doubtful, 9 unsuccessful; 126 persons were engaged, of whom 98 lost positions; loss in wages, \$257; cost to union, \$400; duration, 1 day each, 13.

Causes: Refusal to recognize union rules, 3; 1 successful, 2 unsuccessful; 64 engaged, who all lost places; lost wages, \$200; cost to union, \$400.

Employment of non-union men, 5; 2 successful, 2 unsuccessful, 1 pending; 28 engaged.

Increase of wages, 2; 7 engaged, who lost places.

Increase of wages and reduction of hours, 2; 13 engaged, who lost places; loss of wages, \$50.

Obnoxious foreman, 1; 14 engaged, 14 lost places.

No. 148. It is a case worth noting as showing the petty extortions to which workers are sometimes subjected from those of their own class in brief authority. The employer agreed to employ only union men, but violated the agreement by employing a head waiter who had been expelled from the union for the following reason: The head waiter had been in the employ of a New York place of resort. But the head waiter did not pay his underlings the regular wages, therefore the union, when he got a new place, undertook to collect from the head waiter and to pay off the assistants. This answered for a little while, but presently the head waiter levied a tax on his subs, refused to employ those who objected to the fraud. The only remedy the union had was to boycott the proprietor who persisted in hiring such a manager.

WATCH CASE MAKERS.

One strike; unsuccessful; 81 persons engaged in strike, of whom 26 lost positions; loss in wages, \$3,000; loss to employers, \$5,000; duration, 21 days; cause of strike, discharge of employés.

WATCHERS—(ELECTRIC LIGHT).

One strike reported; unsuccessful; 14 persons engaged; duration of strike, 1 day. Cause, increase of hours.

No. 1788. A strike of employés in Edison Electric Illuminating Company, New York city, took place in August last. The cause was additional hours of work—12 hours' duty instead of 8.

The employer's story is as follows: "Before the strike occurred the men were informed that the change would take effect September 1, in consequence of which, however, no employé should lose his position, and that any who did not desire to remain under the new conditions should be given two weeks time in which to secure another situation, and upon leaving would be given a recommendation in accordance with their record with the company, and that they would leave with the good-will of the company, which only requested a notice of two weeks of an intention to quit; instead of which, however, 14 of the employés combined and left the engine and boiler-room inside of four hours after the notice had been given of the contemplated change. When the men left they left about 1,000 horse-power of engine and boiler running; without, as they supposed, any one to look after them, and the only suggestion I have to make is that action of this kind should be made a criminal offense, punishable under the law."

No. 743. Schenectady, N. Y., a strike was reported. The employer's remark says: "Four or five men out of one department (where pos-

sibly 150 are employed), asked for more pay and were refused immediately. On their refusing to proceed with their work they were paid off. None of those remaining followed their example, and the idea that we had a strike was spread by a local paper, which prefers sensation to facts."

WEIGHERS—(U. S.).

One strike reported; successful; 700 persons engaged; loss in wages, \$11,500.

No. 35. "The strike of weighers was a government affair, as they were employed by the United States. This trouble was brought about by the longshoremen, we consider. Our employes had no complaint against us, and repeatedly said so. They informed us they proposed we should fight the Old Dominion Steamship Company, with whom the Knights of Labor had a dispute. We naturally would not do this. We can not suggest any remedy for such a strike as ours. We fear only bitter experience will teach them the folly of such demands."

WIRE WORKERS.

One strike reported; successful; 2 persons engaged. Cause, obnoxious rules. No other answers.

WOOD CARVERS.

Thirteen strikes reported; 8 successful, 2 compromised, 3 unsuccessful; 89 persons engaged; 12 lost places; loss in wages, \$1,700; cost to union, \$392; duration of strikes, 2 days 4, 3 days 1, 5 days 1, 6 days 1, 13 days 1; others not reported.

Causes of strike: Employment of non-union men 3; 2 compromised, 1 unsuccessful; 22 engaged; loss in wages, \$776; cost to union, \$29.

Increase of wages 1; compromised; 2 engaged; loss of wages, \$36; cost to union, \$12; estimated yearly gain, \$100.

Increase of wages and reduction of hours 1; successful. No other answers to questions.

No. 1176½. This was a fight against a non-union shop. The employer, according to his own story, seems to have stood his ground and refused all compromise. He says that some of his men who had become unionists left the union voluntarily and returned to his non-union shop. He remarks: "No legislation is wanted. The law of demand and supply is higher and more powerful than all legislation, to which power both employer and employed must bow."

No. 576. In this case a strike seems to have been mistakenly announced. The employer says: "Last May we reduced to 8 hours at the time of the general movement. The majority of the men wished to come back to longer hours on account of wages, so the old hours were resumed. Some men left on that account, but the majority remained. Carvers and others are mixed up in this sort of thing. There has been no cessation of work nor formal strike or trouble. Nothing more than the usual change of dissatisfied hands, who are mostly from other countries. Much of our work is done on contract and they suit themselves in the matter of hours, otherwise there has been no stoppage of work in five years."

WOOD WORKERS.

Seven strikes reported, 5 of which were successful and 2 compromised; 208 persons engaged; loss in wages, \$1,536; cost to union, \$12; estimated gain in year's wages, \$100; loss to employers, \$1,000; duration, 4 days 1, 1 day 1.

Causes: Reduction of hours, 3; number engaged, 100; loss of wages, \$1,500; 2 successful and 1 compromised.

Employment of non-union men, 3; 2 compromised and 1 unsuccessful; engaged, 22; loss of wages, \$775; cost to union, \$24.

Increase of wages 1; compromised; 2 engaged; loss of wages, \$36; loss to union, \$12; estimated yearly gain, \$100.

Increase of wages and reduction of hours, 1; successful; engaged, 100.

On the following pages will be found tables giving in detail the causes, effects and results of strikes, lock-outs and boycotts:

Table of Strikes, Lock-outs and Boycotts Reported

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
1484	1	ARTIFICIAL STONE MASONS. To assist cement masons' laborers	9	8						
581	1	AXE MAKERS. Increase of wages and obnoxious rules	60	65	10	\$	1			Pending.
1291	1	BAKERS. Union rules regarding employ st		1	1	1	1			Pending.
1326	1	Refusal to recognize union rules*					1			Pending.
1388	1	Refusal to recognize union rules*	13	3			1			13 days...
1389	1	Reduction of hours [†]		4			1			3 mos.
1390	1	Saturday night work [†]	26	6		2		1		
1391	1	Discharge of union men	½	8				1		
1394	1	Refusal to recognize union rules*		4				1		
1395	1	Refusal to recognize union rules ^a						1		
1396	1	Refusal to recognize union rules*						1		
1397	1	Reduction of hours	½	5			1			Pending.
1398	1	Reduction of hours ^b		3				1		
1399	1	Reduction of hours ^b		5				1		
1400	1	Reduction of hours ^b		13				1		
1401	1	Reduction of hours ^c					1			Pending.
1402	1	Reduction of hours ^b		4				1		
1403	1	Employment of non-union men ^b		50				1		
1404	1	Refusal to recognize union rules ^b		10				1		
1405	1	Reduction of hours ^b		5				1		
1406	1	Reduction of hours ^b		3				1		
1407	1	Reduction of hours ^c					1			Pending.
1408	1	Reduction of hours ^{d†}		3			1			Pending.
1409	1	Employment of non-union men [†]		5			1			3½ mos.
1410	1	Reduction of hours [†]		3			1			
1411	1	Refusal to recognize union rules*	1	4				1		
1412	1	Refusal to recognize union rules*	1	3				1		
1413	1	Refusal to recognize union rules	1	4				1		
1414	1	Refusal to recognize union rules*		3			1			Pending.
1415	1	Refusal to recognize union rules	1	2				1		
1416	1	Refusal to recognize union rules ^b						1		
1417	1	To assist painters	½	8				1		
1417½	1	Against boarding with employer ^b		5	1	3	1			Pending.
1422	1	Increase of wages ^c		4		3	1			Pending.
1586	1	Refusal to recognize union rules [†]								Pending.

* Relative to hours of labor.

† Boycott only.

‡ Strike and boycott successful.

† Recognized union but did not reduce hours of labor.
 † Also compelled to board with employer.

for the Year Ending November 1, 1887.

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employés.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$256 00	.....	1	.....	.....	.....	.....	.....	.....	.....	1	.....	1484
.....	Slight...	\$5,000 00	\$480 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	581
.....	\$2 50	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1291
.....	\$110 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1326
1	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1388
1	52 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1389
.....	50 00	1	.....	1	.....	.....	.....	1	.....	.....	1	1390
.....	1	.....	.....	.....	1391
.....	1	.....	.....	.....	1394
.....	1	.....	.....	.....	.....	.....	.....	1	1395
.....	\$500 00	.....	44 00	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	1396
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1397
.....	1	.....	.....	.....	.....	.....	.....	1	1398
.....	1	.....	.....	.....	.....	.....	.....	1	1399
.....	1	.....	.....	.....	.....	.....	.....	1	1400
.....	1	.....	.....	.....	.....	.....	.....	1	1401
.....	1	.....	.....	.....	.....	.....	.....	1	1402
.....	1	.....	.....	.....	.....	.....	.....	1	1403
.....	1	.....	.....	.....	.....	.....	.....	1	1404
.....	1	.....	.....	.....	.....	.....	.....	1	1405
.....	1	.....	.....	.....	.....	.....	.....	1	1406
.....	1	.....	.....	.....	.....	.....	.....	1	1407
.....	54 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1408
1	1409
1	5 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1410
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1411
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1412
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1413
.....	59 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1414
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1415
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1416
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1417
.....	1	.....	.....	.....	.....	.....	.....	1	1417 1/2
.....	900 00	363 00	200 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1422
.....	36 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1586

§ Nearly all procured situations elsewhere. || This means seven nights a week.
 employés sleeping in this shop; threatened strike. b Threatened strike. c Strike

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		BAKERS — (Continued).								
1587	1	Discharge of union men...	26	8	17	...	...	...	...	...
1845	1	Opposed to Saturday night work	38	7	...	3	1	1	...	...
1900	1	Reduction of wages † .....	...	3	...	3	1	...	...	Pending..
1961	1	Refusal to recognize union rules † .....	...	...	...	...	1	...	...	42 days...
1962	1	Refusal to recognize union rules † .....	...	30	...	1	1	...	...	Pending..
2013	1	Reduction of hours	6	3	...	1	1	1	...	...
2014	1	Reduction of hours .....	...	...	...	...	1	1	...	...
2024	1	Reduction of hours †	10	7	...	1	1	...	...	365 days..
41		Totals	124½	226	19	16	17	22	...	...
		BARBERS.								
1378	1†	Refusal to recognize union rules * .....	...	1	...	1	...	...	...	6 months.
1379	1†	Refusal to recognize union rules * .....	...	1	...	1	...	...	...	5 months.
1380	1†	Refusal to recognize union rules * .....	...	2	...	1	...	...	...	6 months.
1381	1†	Refusal to recognize union rules * .....	...	1	...	1	...	...	...	2 months.
1382	1†	Refusal to recognize union rules * .....	...	1	...	1	...	...	...	3 weeks..
1383	1†	Refusal to recognize union rules * .....	...	2	...	1	...	...	...	6 weeks..
1384	1†	Refusal to recognize union rules * .....	...	2	...	1	...	...	...	7 weeks..
1385	1†	Refusal to recognize union rules * .....	...	2	...	1	...	...	...	6 months.
1386	1c	Refusal to recognize union rules *	30	2	...	1	...	...	...	5 weeks..
1387	1†	Refusal to recognize union rules * .....	...	1	...	1	1	...	...	Pending..
1501	1‡	Refusal to recognize union rules * .....	...	3	...	3	1	...	...	Pending..
1515	1†	Refusal to recognize union rules * .....	...	2	...	2	1	...	...	Pending..
1913	1†	Refusal to recognize union rules * .....	...	7	...	1	...	...	...	Pending..
1914	1†	Refusal to recognize union rules * .....	...	8	...	1	...	...	...	Pending..
2015	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	Pending..
2016	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	Pending..
2017	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	Pending..
2018	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	...
2020	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	...
2021	1†	Refusal to recognize union rules * .....	...	...	...	1	...	...	...	Pending..
20		Totals	30	35	...	6	20	...	...	Pending..

* Relative to hours of labor. † Boycott only. ‡ Strike unsuccessful and boycott
 strike; number of firms not ascertainable. a Retired from business. b Fine
 per month. c Loss of \$25 to \$30 per week.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$520 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1587
.....	140 00	\$84 60	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1845
.....	15 00	35 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1900
1	1961
.....	30 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	1962
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2013
1	800 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2014
.....	2024
6	\$1,400 00	\$1,070 50	\$1,529 60	12	1	16	.....	.....	1	.....	12	.....	16	
1a	1378
1a	1379
1a	1380
1a	1381
1a	1382
1a	\$5 00b	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1383
1	5 00b	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1384
1	1385
1	\$24 00	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1	1386
.....	30 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1387
.....	\$30 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1501
.....	1	.....	.....	.....	.....	.....	.....	1	1515
.....	80 00d	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1913
.....	302 50e	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1914
.....	2015
.....	2016
1	2017
1	2018
.....	2020
.....	2021
11	\$392 50	\$54 00	\$30 00	1	.....	3	.....	.....	.....	.....	.....	.....	1	3

pending. § Pending at close of last reports. ¶ Shop unionized. ¶ Threatened
imposed for violation of agreement. c Strike and boycott successful. d Loss of \$40

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		BARTENDERS.								
1215	1	Refusal to recognize union rules	150	5	.....	5	1	.....	.....	5 months.
2064	1	Refusal to recognize union rules	.....	.....	.....	.....	.....	.....	.....	.....
	2	Totals.....	150	5	.....	5	1	.....	.....	.....
		BLACKSMITHS' HELPERS.								
742	1	Increase of wages—10 cents per day c.....	.....	.....	.....	.....	.....	.....	.....	.....
1077	1	Increase of wages.....	.....	9	337	.....	.....	1	.....	.....
1723	1	Increase of wages.....	2	4	.....	2	.....	1	.....	.....
1847	1	Demand for semi-monthly payments.....	3	170	.....	.....	.....	.....	.....	.....
2019	1	Refusal to recognize union rules	.....	.....	.....	.....	.....	.....	.....	.....
2022	1	Increase of wages.....	.....	13	.....	.....	.....	.....	.....	.....
	6	Totals.....	5	196	337	2	.....	2	.....	.....
		BOILER MAKERS.								
1091 1/2	1	To assist machinists.....	18	52	.....	6	.....	1	.....	.....
1419	1	Increase of wages.....	5	7	.....	4	.....	1	.....	.....
	2	Totals.....	23	59	.....	10	.....	2	.....	.....
		BOOK-BINDERS.								
2077	1	Increase of wages.....	4	125	.....	.....	.....	1	.....	.....
2079	1	Obnoxious rules.....	6	2	.....	.....	.....	1	.....	.....
2081	1	Obnoxious rules.....	6	4	.....	.....	.....	1	.....	.....
2082	1	Employment of non-union men.....	3	2	.....	.....	.....	1	.....	.....
2096	1	To assist paper rulers.....	1/2	5	.....	.....	.....	1	.....	.....
2117	1	Increase of wages.....	1/2	5	17	.....	.....	1	.....	.....
2118	1	Refusal to recognize union rules.....	1/2	11	10	.....	.....	1	.....	.....
2119	1	To assist paper rulers.....	1	1	.....	.....	.....	1	.....	.....
2146	1	To assist paper rulers.....	10	26	.....	.....	.....	1	.....	.....
2148	1	Union rules as to apprentices c.....	.....	50	.....	.....	.....	1	.....	.....
2154	1	To assist paper rulers.....	3	14	.....	.....	.....	1	.....	.....
2155	1	To assist paper rulers.....	6	5	.....	.....	.....	1	.....	.....
2156	1	To assist paper rulers.....	2	2	.....	.....	.....	1	.....	.....
2157	1	To assist paper rulers.....	3	5	.....	.....	.....	1	.....	.....
2158	1	To assist paper rulers.....	10	21	.....	.....	.....	1	.....	.....
2159	1	To assist paper rulers.....	2	1	.....	.....	.....	1	.....	.....
2160	1	To assist paper rulers.....	1	8	.....	.....	.....	1	.....	.....
2161	1	To assist paper rulers.....	5	1	.....	.....	.....	1	.....	.....
2162	1	To assist paper rulers.....	3	7	.....	.....	.....	1	.....	.....
2163	1	To assist paper rulers.....	5	7	.....	.....	.....	1	.....	.....
2164	1	To assist paper rulers.....	3	6	.....	.....	.....	1	.....	.....
2165	1	To assist paper rulers.....	1	8	.....	.....	.....	1	.....	.....
2169	1	To assist paper rulers.....	1	125	.....	.....	.....	1	.....	.....
2171	1	To assist paper rulers.....	3	3	.....	.....	.....	1	.....	.....
118	1	Opposed to contract system	.....	22	75	9	1	.....	.....	.....
965	1	Unknown.....	14	81	39	.....	.....	1	.....	.....
26		Totals.....	93 1/2	547	141	9	1	24	.....	.....

a Retired from business. b By new

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
1a					\$30 00	1							1b			1215
								1							1	2064
1					\$30 00	1		1					1		1	
								1								
				\$12 00		1		1						1		742 1077 1723
				867 00		1								1		1847
						1		1					1		1	2019 2022
				\$879 00		3		3					1	2	3	
				\$3,650 00 60 00	\$364 00		1	1							1	1091½ 1419
				\$3,710 00	\$364 00		1	1						1	1	
			\$100 00	\$34 00 78 00		1 1 1							1 1 1			2077 2079 2081
				10 00 6 25		1 1							1 1			2082 2096 2117
			300 00			1					1					
				17 00 16 00		1 1						1		1		2118 2119 2146
				1,250 00			1					1				
								1							1	2148
				80 00		1							1			2154
				105 00		1							1			2155
						1							1			2156
				37 50		1							1			2157
				400 00		1							1			2158
				5 00		1							1			2159
				24 00		1						1				2160
				12 50		1							1			2161
				63 00		1							1			2162
				80 00		1						1				2163
				50 00		1							1			2164
				20 00		1						1				2165
				400 00			1									2169
				27 00		1						1				2171
	1		200 00	1,600 00 1,600 00				1 1							1 1	118 965
1			\$600 00	\$5,915 25		21	2	3				6	17		3	

proprietor. c Threatened strike.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		BRASS WORKERS.								
156	1	Discharge of foreman.....	6	19	5	2	...	1	...	...
185	1	To assist molders.....	9	10	...	...	...	1	...	...
1325	1	Saturday half-holiday.....	78	60	2	...	...	...	...	...
1589	1	Saturday half-holiday.....	78	18	7	1	...	...	...	...
1593	1	Saturday half-holiday.....	...	27	5	27	...	1	...	...
1848	8	Saturday half-holiday.....	79	187	...	...	...	8	...	...
1860 e	10	Saturday half-holiday lock- out.....	24	1,345 g	62	26	...	8	...	...
2023	1	Saturday half-holiday.....	$\frac{1}{2}$	...	...	...	...	...	...	...
2025	1	Saturday half-holiday.....	1	...	...	...	...	...	...	...
2026	1	Saturday half-holiday.....	1	...	...	...	...	...	...	...
	26	Totals.....	273 $\frac{1}{2}$	1,666	81	55	1	19	...	...
		BREWERY EMPLOYÉS (ALE, ETC.)								
337	7	Increase of wages h.....	...	157	...	...	...	7	...	...
994	1	Refusal to leave union and join K. of L. j.....	...	21	...	21	1	...	...	Pending.
1007	5	Increase of wages h.....	...	125	...	...	...	3	...	...
1875	1	Refusal of employes to leave K. of L. j.....	...	...	...	31	1	...	...	Pending.
2027	1	Increase of wages.....	...	31	...	...	...	...	...	...
2028	1	Refusal to recognize K. of L.	...	...	...	1	...	...	...	Pending.
	16	Totals.....	...	334	...	52	3	10	...	...
		BREWERY EMPLOYÉS (LAGER, ETC.)								
337 $\frac{1}{2}$	6	Increase of wages h.....	...	...	...	...	...	...	...	...
719	16	Increase of wages and re- duction of hours.....	1	239	68	2	...	10	...	...
1008 l	4	Increase of wages h.....	...	51	...	...	...	3	...	...
1392	3	Reduction of hours.....	...	...	...	...	...	...	...	...
	29	Totals.....	1	290	68	2	...	13	...	...
		BRICKLAYERS.								
360 m	29	Reduction of hours.....	15	2359	44	21	...	29	...	...
1130	1	To assist carpenters.....	1	...	...	...	...	1	...	...
1152	1	To assist carpenters.....	$1\frac{1}{2}$	13	...	...	...	1	...	...
1294	1	To assist derrickmen.....	3	40	...	...	...	1	...	...
1297	1	Refusal to recognize union rules.....	...	...	...	...	...	1	...	...
1299	1	Increase of wages h.....	...	...	...	...	...	1	...	...
1328	1	Refusal to recognize union rules.....	...	...	...	...	...	1	...	...
1330	1	Employment of non-union men.....	...	...	...	...	...	1	...	...
1362	1	Refusal to recognize union rules.....	12	1	34	...	...	1	...	...
1363	1	Refusal to recognize union rules.....	...	36	7	...	1	...	...	...
1491	1	To assist hod carriers.....	...	...	...	...	...	1	...	...
1565	1	Refusal to recognize union rules.....	3	14	11	...	...	1	...	...
1568	1	Reduction of hours.....	128	40	...	...	...	1	...	...

a \$1,750 of this amount was lost in October, 1886. b \$1,125 of this amount was lost in estimate. c Includes Nos. 1,860, 1,862, 1,864, 1,869, 1,873, 1,875, 1,933, 1,934, 1,943, 1,944. 337 to 342 inclusive. j Union report. k Fourteen firms report. l Two firms 400. o Union reports \$18,000.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$1,000 00	\$200 00	.....	.....	1	1	.....	.....	.....	.....	1	.....	1	156
.....	150 00	\$80 00	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	165
.....	1	.....	1,000 00	a 11,750 00	.....	.....	1	1	.....	.....	.....	.....	1	.....	1	1325
.....	b 3,515 00	.....	.....	1	1	.....	.....	.....	.....	.....	.....	1	1589
.....	1,125 00	29,546 00	.....	.....	1	1	.....	.....	.....	.....	.....	.....	1	1593
.....	8	8	.....	.....	.....	.....	.....	.....	8	1848
.....	d 600 00	f 79,509 29	4,100 00	.....	10	.....	.....	.....	.....	.....	.....	.....	10	1860
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2023
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2025
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2026
....	1	.....	\$3,725 00	\$124,670 29	\$4,160 00	3	1	22	.....	.....	.....	.....	4	.....	22	.....
.....	7	.....	.....	.....	.....	.....	.....	7	.....	.....	337
.....	\$1,550 00	.....	1	.....	.....	.....	.....	.....	.....	.....	1	994
.....	5	.....	.....	.....	.....	.....	.....	5	.....	.....	1007
.....	\$2,718 00	3,648 00	.....	1	.....	.....	.....	.....	.....	.....	.....	1	1575
.....	1	.....	.....	.....	.....	.....	.....	.....	1	2027
.....	2028
.....	\$2,718 00	\$5,198 00	12	.....	3	.....	.....	.....	.....	12	.....	3	.....
.....	6	.....	.....	.....	.....	.....	.....	6	.....	.....	337½
.....	\$303 00	.....	16	.....	.....	.....	.....	.....	.....	16	.....	.....	719
.....	4	.....	.....	.....	.....	.....	.....	4	.....	.....	1008
.....	3	.....	.....	.....	.....	.....	.....	3	.....	.....	1392
.....	\$303 00	.....	29	.....	.....	.....	.....	.....	.....	29	.....	.....	.....
.....	\$8,950 00	o \$15,770 50	\$2,500 00	29	.....	.....	.....	.....	1	28	.....	.....	.....	360
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1130
.....	15 00	50 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1152
.....	450 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1294
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1297
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1299
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1328
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1330
.....	50 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1	1362
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1	1363
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1491
.....	132 70	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1	1565
.....	1	.....	.....	.....	.....	.....	.....	.....	1	1568

October, 1886. c Pending at the close of last report. d Two firms and six firms can't
 f Union reports \$72,085.60. g Union says 1,318. h Threatened strike. i Six firms:
 (1006-1008). m Twenty-nine firms reported and four made no report. n Union reports

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		BRICKLAYERS (<i>Continued</i>).								
1950	1	To assist plumbers and painters	12	35	...	35	1	...	...	Pending..
2039	1	Non-payment of wages .....	...	...	...	...	...	1	...	...
2047	1	To assist marble workers..	...	...	...	...	...	1	...	...
2048	1	To assist roofers.....	...	...	...	...	...	1	...	...
	45	Totals.....	175½	538	96	56	2	43	...	...
		BRICK-YARD EMPLOYEES.								
260	1	Increase of wages*.....	3	12	48	12	...	1	...	...
344	11	Increase of wages .....	...	1324	450	...	...	...	...	...
967	1	Obnoxious rules	3	50	...	...	...	...	...	...
1079	88	Increase of wages..	6	500	...	...	...	8	...	...
1087	1	Opposed to contract system,	3	200	...	...	...	1	...	...
1334	1	Increase of wages.....	5	57	...	...	...	...	...	...
1335	1	Increase of wages	3	38	6	...	...	...	...	...
1336	4	Increase of wages.....	4	420	41	2	...	4	...	...
1337	1	Increase of wages	4	90	30	...	...	1	...	...
1787	1	To assist plumbers .....	...	120	...	100	1	...	...	Pending..
1925	1	Recognition of union	5	300	...	...	...	1	...	...
1987	1	Employment of non-union men	5	100	...	...	...	1	...	...
2063	1	Refusal to recognize K. of L. rules .....	...	...	...	...	1	...	...	Pending..
	33	Totals.....	41	2,211	175	114	2	17	...	...
		BRIDGE TENDERS.								
2065	1	Obnoxious rules .....	...	...	...	...	...	...	...	...
		BRUSH MAKERS.								
7	1	Refusal to recognize union rules .....	...	13	27	13	1	...	...	Pending.
464	1	Increase of wages	10	...	3	...	...	1	...	...
	2	Totals.....	10	13	30	13	1	1	...	...
		BUTCHERS (BEEF).								
1163	1	To assist coal handlers .....	...	21	...	...	1	...	...	...
1163½	1	Refusal to recognize union rules .....	...	36	...	30	1	...	...	...
1201	1	Refusal to recognize union rules	21	16	38	6	...	1	...	...
1219	1	Obnoxious foreman	6	4	2	1	1	...	...	...
1376	1	Use of boycotted material b	...	3	...	...	...	1	...	...
	5	Totals.....	27	80	40	37	3	2	...	...
		BUTCHERS (CALF).								
1516	14	Increase of wages	c 18	d 31	8	1	...	14	...	...
1742	1	Increase of wages	3	3	...	...	...	1	...	...
	15	Totals.....	21	34	8	1	...	15	...	...
		BUTCHERS (HOG).								
167-8	2	Discharge of union men ...	26	30	5	28	2	...	...	Pending.
1614	1	Increase of wages b .....	...	32	...	...	...	1	...	Pending.
	3	Totals... ..	26	62	5	28	2	1	...	...

* Wood choppers, pickers and shovelers.
a Weekly relief. b Threatened strike.

† Five firms report.
c Union report.

‡ One firm. § Knights
d Union reports 50.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
.....	\$140 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	1950
.....	1	2039
.....	1	.....	.....	.....	.....	1	.....	.....	1	2047
.....	1	2048
....	1	....	\$8,965 00	\$16,593 20	\$2,500 00	36	....	9	....	....	1	35	....	9	
.....	\$45 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	260
.....	\$25,000 00	.....	1	.....	10	.....	.....	.....	.....	1	10	344
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	967
.....	4,500 00	.....	8	.....	.....	.....	1	.....	.....	.....	.....	1079
.....	3,300 00	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1087
.....	\$125 00	600 00	.....	.....	.....	1	.....	.....	1	.....	.....	1	1334
.....	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1335
.....	3,220 00	.....	.....	.....	4	.....	.....	.....	.....	.....	4	1336
.....	550 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1337
.....	6,050 00	8,000 00	\$700 00	.....	.....	1	.....	.....	.....	.....	.....	1	1787
.....	3,000 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1925
.....	1,000 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1987
.....	1	.....	.....	.....	.....	.....	1	2063
.....	\$6,775 00	\$19,415 00	\$700 00	13	.....	20	.....	.....	1	2	10	20	
.....	1	.....	.....	.....	.....	.....	1	2065
.....	
.....	α\$237 00	.....	.....	1	.....	.....	.....	.....	.....	1	7
.....	\$704 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	464
.....	\$704 00	\$237 00	1	.....	1	.....	.....	1	.....	.....	1	
.....	1	.....	\$3,000 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1163
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1163½
.....	\$1,440 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1201
1	2,500 00	1,008 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1219
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1376
1	2	...	\$5,500 00	\$2,448 00	.....	1	1	3	.....	.....	1	.....	.....	3	
.....	
.....	α\$1,923 00	\$300 00	4	7	3	.....	.....	5	6	.....	3	1516
.....	21 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1742
.....	\$1,944 00	\$300 00	4	8	3	.....	.....	6	6	.....	3	
.....	
.....	\$800 00	\$550 00	.....	.....	2	.....	.....	.....	.....	.....	2	167-8
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1614
.....	\$800 00	\$550 00	1	.....	2	.....	.....	1	.....	.....	2	

of Labor report. ¶ And recognition of Knights of Labor. ¶ To November first
 e Twelve firms report \$1,923 — Union reports \$1,500 total.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		CAR BUILDERS.								
989	1	Discharge of union man ...	12	182	166	...	...	1	...	...
		CAR EMPLOYES.								
*155	1	Reduction of hours	1	1,500	500	...	...	1	...	...
784	1	Increase of wages † .....	...	350	...	...	...	1	...	...
1093	1	Obnoxious inspector	1	300	...	...	...	1	...	...
1200	1	Refusal to recognize union rules	6	42	...	...	...	1	...	...
2066	1	Reduction of hours † .....	...	...	...	...	...	1	...	...
	5	Totals	8	2,152	500	...	...	4	...	...
		CARPENTERS.								
257	1	To assist plumbers	10	75	...	...	...	1	...	...
272	1	Employment of non-union men	1	8	...	8	...	1	...	...
275	1	Refusal to recognize union rules .....	...	...	...	...	...	1	...	...
283	1	To assist plumbers .....	...	35	...	...	...	1	...	...
284	1	To assist plumbers	1/4	5	...	...	...	1	...	...
378	19	Reduction of hours .....	...	264	96	18	...	19	...	...
625	†1	Increase of wages .....	...	25	...	...	...	1	...	...
626	1	Reduction of hours .....	...	5	...	...	...	1	...	...
628	1	Increase of wages	1	7	...	...	...	1	...	...
629	1	Increase of wages	3	25	...	...	...	1	...	...
629 1/2	1	Employment of non-union men	7	13	22	...	...	1	...	...
630	1	Increase of wages	1	7	...	...	...	1	...	...
632	1	Increase of wages	6	26	...	...	...	1	...	...
633	†1	Increase of wages	6	6	...	...	...	1	...	...
634	1	Increase of wages	12	20	...	2	...	1	...	...
635	1	Reduction of hours	43	2	...	...	...	1	...	...
636	1	Increase of wages	12	15	...	...	...	1	...	...
637	1	Increase of wages	12	32	5	3	...	1	...	...
638	1	Increase of wages	12	14	4	...	...	1	...	...
639	1	Increase of wages	12	30	...	...	...	1	...	...
640	1	Increase of wages	12	26	7	...	...	1	...	...
641	1	Increase of wages	12	35	...	...	...	1	...	...
642	1	Increase of wages	2	14	2	...	...	1	...	...
643	1	Increase of wages	12	6	9	...	...	1	...	...
644	1	Increase of wages	12	16	...	...	...	1	...	...
646	1	Increase of wages	12	22	1	...	...	1	...	...
648	1	Increase of wages .....	...	1	6	...	...	1	...	...
649	1	Increase of wages	3	10	...	...	...	1	...	...
651	†1	Increase of wages .....	...	3	...	...	...	1	...	...
652	1	Increase of wages	21	60	...	...	...	1	...	...
653	1	Increase of wages	18	9	2	4	...	1	...	...
654	1	Increase of wages .....	...	...	...	...	...	1	...	...
655	1	Increase of wages	1/2	1	2	...	...	1	...	...
656	1	Increase of wages .....	...	8	...	...	...	1	...	...
657	1	Increase of wages	12	8	...	...	...	1	...	...
658	1	Increase of wages .....	...	6	...	...	...	1	...	...
659	1	Increase of wages	26	8	...	3	...	1	...	...
662	1	Increase of wages	12	6	...	...	...	1	...	...
664	1	Increase of wages	12	3	3	2	...	1	...	...
665	1	Increase of wages	12	5	...	...	...	1	...	...
666	1	Increase of wages	12	7	...	...	...	1	...	...
667	1	Increase of wages	9	3	5	...	...	1	...	...
669	1	Increase of wages	12	8	...	...	...	1	...	...
670	1	Increase of wages	12	8	...	...	...	1	...	...
674	1	Increase of wages .....	...	5	...	...	...	1	...	...

* Eleven lines.

† Threatened strike.

‡ Tow boys*

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employes.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
				\$1,700 00	\$1,000 00			1							1	989
			\$7,500 00	\$2,500 00		1	1						1			155
			900 00	400 00		1							1			784
				15 00		1							1			1200
						1							1			2066
			\$8,400 00	\$2,915 00		4	1						5			
				§		1							1			257
								1							1	272
				\$1,225 00	\$490 00	1		1					1		1	275
				4 38		1								1		283
			\$2,770 00	7,599 50	900 00	14	4	1				1	17		1	284
						1							1			378
			5,000 00			1							1			625
			100 00			1							1			626
				225 00	75 00	1							1			628
								1								629
			3,800 00	208 00				1							1	629½
			1,100 00			1								1		630
			2,000 00	720 00	240 00	1								1		632
						1							1			633
				720 00	240 00	1							1			634
					25 00	1							1			635
				540 00	180 00	1								1		636
			4,700 00	1,152 00	480 00	1								1		637
				288 00	96 00	1								1		638
				1,000 00	144 00	1								1		639
				950 00	540 00	1								1		640
				1,260 00	480 00	1						1				641
				84 00	72 00	1							1			642
				216 00	72 00	1								1		643
			4,000 00	700 00	72 00	1								1		644
			1,000 00	764 00	420 00	1					1					646
								1							1	648
				90 00	30 00	1							1			649
						1							1			651
				2,160 00	720 00	1								1		652
			800 00	324 00		1							1			653
			2,500 00			1					1					654
						1							1			655
						1							1			656
				288 00	96 00	1								1		657
						1								1		658
			3,200 00	720 00		1								1		659
			5,000 00	216 00	72 00	1								1		662
			500 00	288 00	96 00	1								1		664
				180 00	60 00	1				1	1					665
				252 00	84 00	1							1			666
			200 00	90 00				1							1	667
			200 00	360 00	72 00	1					1					669
				288 00	96 00	1							1			670
						1								1		674

§ See remarks.

|| Total number reported.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
CARPENTERS—(Continued).										
675	1	Increase of wages	12	10				1		
676	1	Increase of wages	17	3				1		
677	1	Increase of wages	12	5				1		
678	1	Increase of wages	12	2				1		
680	1	Increase of wages	13	12				1		
682	1	Increase of wages	14	85	1	4		1		
684	1	Increase of wages	12	5				1		
685	1	Increase of wages	2	2				1		
687	1	Increase of wages	1	7				1		
688	1	Increase of wages	12	5				1		
689	1	Increase of wages		6	2	3		1		
690	1	Increase of wages	12	20				1		
691	1	Increase of wages		8		8		1		
692	1	Increase of wages	18	14	1			1		
693	1	Increase of wages		5				1		
694	1	Increase of wages		3	1	3		1		
695	1	Increase of wages	12	8				1		
697	1	Increase of wages	12	3				1		
698	1	Increase of wages	12	3				1		
700	1	Increase of wages		33						
702	1	Increase of wages	12	5				1		
704	1	Increase of wages	12	10	2			1		
705	1	Increase of wages	12	3				1		
706	1	Increase of wages	1	3	3	2		1		
707	1	Increase of wages	17	3				1		
709	1	Increase of wages <i>a</i>		2						
709	1	Increase of wages	12	3						
710		Employment of non-union men						1		
			6	3		1		1		
711	1	Increase of wages	6	2				1		
713	1	Increase of wages	1	25						
714	1	Increase of wages	3	18				1		
715	1	Increase of wages	1	7	1	1		1		
716	1	Increase of wages	6	6				1		
717	1	Increase of wages	6	15				1		
718	1	Increase of wages	1	6				1		
1001	1	Reduction of hours	8	10	2			1		
1002	1	Reduction of hours		13	3			1		
1003	1	Reduction of hours	7	5	2	1				Pending.
1004	1	Reduction of hours	8	14	2			1		
1031	1	To assist marble workers	6	35				1		
1099	1	Employment of non-union men						1		
				1	79			1		
1139	1	Reduction of hours	12	5	4	3		1		
1140	1	Reduction of hours		6						
1142	1	Reduction of hours	7	7						
1143	1	Reduction of hours		2						
1144	1	Reduction of hours		10						
1145	1	Reduction of hours	12	5				1		
1146	1	Reduction of hours		6				1		
1147	1	Reduction of hours		23	61			1		
1148	1	Reduction of hours	2	9						
1150	1	Reduction of hours	1	13				1		
1151	1	Reduction of hours	6	5	2	3		1		
1153	1	Reduction of hours	12	2	1			1		
1154	1	Reduction of hours	6	17				1		
1155	1	Reduction of hours		6				1		
1156	1	Reduction of hours <i>a</i>		2						
1157	1	Reduction of hours		9						
1159	1	Reduction of hours	1	3	2			1		
1164	1	Refusal to recognize union rules	3	50						

^a Threatened strike.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
				\$360 00	\$120 00	1					1				675
				72 00	36 00	1						1			676
				84 00	84 00	1									677
				72 00	24 00	1				1					678
				500 00	108 00	1					1				680
			\$750 00	3,060 00	1,020 00	1					1				682
				180 00	60 00	1					1				684
				12 00	4 00	1					1				685
						1						1			687
			100 00	216 00	48 00			1					1		688
				144 00	48 00			1					1		689
				720 00	240 00	1									690
			10,000 00	288 00	96 00			1					1		691
			3,000 00	756 00	252 00			1					1		692
								1					1		693
				144 00	48 00										694
				286 00	96 00	1			1						695
				108 00	36 00	1			1						697
						1									698
			150 00	130 00	60 00	1			1			1			700
				360 00	120 00	1					1				702
				106 00	36 00	1					1				704
			1,500 00	9 00		1					1				705
				153 00		1					1				706
						1					1				707
				108 00	36 00	1					1				709
			100 00	54 00		1					1				710
				36 00	12 00	1					1				711
			2,700 00			1									713
				162 00	48 00	1				1					714
				21 00		1				1					715
				108 00	36 00	1						1			716
				270 00	90 00	1						1			717
						1					1				718
			700 00	226 80		1						1			1001
			1,300 00	5,850 00				1						1	1002
				108 00		1						1			1003
1				260 00		1					1				1004
				735 00		1					1				1031
								1						1	1099
				135 00				1						1	1139
			50 00			1					1				1140
						1						1			1142
						1					1				1143
			850 00	50 00		1						1			1144
						1			1						1145
						1					1				1146
	1						1					1			1147
				155 00		1							1		1148
			1,000 00	1,000 00		1					1				1150
				75 00		1							1		1151
			50 00	60 00		1						1			1153
				255 00				1						1	1154
						1						1			1155
						1						1			1156
						1						1			1157
						1						1			1159
				450 00		1						1			1164

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		CARPENTERS — (Continued).								
1175	1	To assist plumbers	1	26	...	...	...	...	...	...
1178	1	To assist plumbers .....	...	...	...	...	...	...	...	...
1280	1	Refusal to recognize union rules	2	2	17	5	...	1	...	...
1301	1	Increase of wages	1	15	...	...	...	1	...	...
1302	1	Increase of wages*	1	...	...	...	...	...	...	...
1305	1	Increase of wages	2	7	...	...	...	...	...	...
1307	1	Increase of wages	1	...	...	...	...	...	...	...
1308	1	Increase of wages	1	21	...	...	...	...	...	...
1309	1	Increase of wages	1	5	...	...	...	...	...	...
1310	1	Increase of wages	1	2	...	...	...	...	...	...
1312	1	Increase of wages and re- duction of hours* .....	...	11	...	...	...	1	...	...
1314	1	Increase of wages	1	...	...	...	...	1	...	...
1316	1	Increase of wages .....	...	3	2	...	...	1	...	...
1320	1	Refusal to recognize union rules	7	17	5	...	1	...	...	7 days...
1343	1	Increase of wages	1	12	...	...	...	1	...	...
1344	1	Reduction of hours .....	...	125	...	...	...	1	...	...
1345	1	Refusal to recognize union rules .....	...	17	22	17	...	1	...	...
1346	1	Refusal to recognize union rules .....	...	14	21	3	...	1	...	...
1347	1	Refusal to recognize union rules .....	...	7	12	...	...	...	...	...
1348	1	Refusal to recognize union rules .....	...	20	7	11	...	1	...	...
1426	1	Refusal to recognize union rules	4	60	17	...	...	...	...	...
1427	1	Increase of wages	6	140	20	14	...	1	...	...
1467	1	Increase of wages	3	25	5	...	1	...	...	3 days...
1496	1	To assist marble workers..	5	33	135	...	...	1	...	...
1497	1	To assist lathers	2	5	1	...	...	...	...	...
1511	1	Reduction of hours	12	4	11	...	...	1	...	...
1512	1	Reduction of hours	36	6	5	...	...	1	...	...
1514	1	Reduction of hours	6	10	...	10	...	1	...	...
1513	1	Reduction of hours	4	4	2	4	...	1	...	...
1528	1	Refusal to recognize union rules	1	5	...	...	...	...	...	...
1652	1	To assist marble workers..	...	12	...	12	...	1	...	...
1710	1	To assist plumbers .....	...	...	...	...	...	1	...	...
1827	1	Employment of non-union men .....	...	...	...	...	...	...	...	...
1844	1	Employment of non-union men	2	30	...	...	...	...	...	...
1963	1	To assist marble workers..	10	30	...	30	...	1	...	...
1964	1	To assist electricians	1	100	...	...	...	1	...	...
1965	1	To assist marble workers..	4	4	...	...	...	1	...	...
1986	†	Employment of non-union men .....	...	...	...	...	...	...	...	...
1988	1	Refusal to recognize union rules	1	125	...	...	1	...	...	Pending..
2037	1	To assist plumbers .....	...	28	...	...	...	...	...	...
161		Totals	853%	2,414	620	175	6	111	...	...
		CARPET WORKERS.								
8	1	Reduction of hours 10 % †..	3	1,650	150	...	...	1	...	...
885%	1	To assist coal handlers	9	1,800	...	...	...	...	...	...

* Threatened strike.

† Boycott only.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
...	\$45 50	...	1	...	...	...	...	...	...	1	...	...	1175
...	1	...	...	...	...	...	...	1	...	...	1178
...	12 00	...	1	...	1	...	...	...	1	...	...	1	1280
...	1	...	...	...	...	...	1	...	...	...	1301
...	1	...	...	...	...	...	1	...	...	...	1302
...	1	...	...	...	...	...	1	...	...	...	1305
...	1	...	...	...	...	...	1	...	...	...	1307
...	1	...	...	...	...	1	...	...	...	...	1308
...	1	...	...	...	...	...	...	1	...	...	1309
...	1	...	...	...	...	...	1	...	...	...	1310
...	1	...	...	...	...	1	...	...	...	1312
...	1	...	1	...	...	...	...	1	...	...	1314
...	\$900 00	...	...	...	...	1	...	...	...	...	...	...	1	1316
1	700 00	...	...	1	...	...	...	...	...	1	...	...	1320
...	40 00	...	1	...	...	...	...	...	...	1	...	...	1343
...	1	...	...	...	...	1	...	...	...	...	1344
...	1	...	...	...	...	...	...	1	1345
...	1,000 00	...	...	...	...	1	...	...	...	...	...	...	1	1346
...	1	...	...	...	...	...	...	1	1347
...	900 88	...	...	...	1	...	...	...	...	...	...	1	1349
...	650 00	...	...	1	...	...	...	...	...	1	...	...	1426
...	2,520 00	...	1	...	...	...	...	...	...	1	...	...	1427
1	372 00	...	1	...	...	...	...	...	...	1	...	...	1467
...	578 00	...	...	...	1	...	...	...	...	...	...	1	1496
...	20 00	...	...	...	1	...	...	...	...	...	...	1	1497
...	100 00	\$24 00	1	...	...	...	...	1	...	...	...	...	1511
...	250 00	700 00	24 00	...	...	1	...	...	...	...	...	...	1	1512
...	25 00	20 00	1	...	...	...	...	...	...	1	...	...	1514
...	1,000 00	15 00	12 00	...	...	1	...	...	...	...	...	...	1	1513
...	16 25	...	1	...	...	...	...	...	...	1	...	...	1528
...	150 00	14 00	...	...	...	1	...	...	...	1	...	1	1652
...	1	...	...	...	...	...	...	...	...	...	1710
...	1	...	...	...	...	...	...	1	1827
...	1	...	...	...	...	...	...	1	1844
...	945 00	...	...	...	1	...	...	...	...	...	...	1	1963
...	350 00	...	1	...	...	...	...	...	...	1	...	...	1964
...	56 00	...	1	...	...	...	...	...	...	1	...	...	1965
...	1986
...	1	...	...	...	...	...	...	1	...	...	1988
...	1	...	...	...	...	...	...	1	2037
3	1	...	\$62,270 00	\$49,036 31	\$8,704 00	121	8	30	1	...	10	13	76	31	30	
...	\$7,000 00	...	...	1	...	...	...	...	...	1	...	...	8
...	22,500 00	...	...	...	1	...	...	...	...	...	...	1	885½

† And discharge of prominent Knight of Labor.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
886½	1	CARPET WORKERS—(Contin'd) Refusal to recognize rules of Knights of Labor.....	.....	255	1,500	255	.....	1	.....	.....
	3	Totals.....	12	3,705	1,650	255	.....	2	.....	.....
		CARTMEN.								
1217	1	To ass't flour mill employés, Refusal to recognize union rules.....	6	40	.....	.....	.....	1	.....	.....
1698	1	Reduction of wages.....	.....	15	.....	.....	1	.....	.....	.....
1699	1	Employment of non-union men.....	1	4	.....	.....	.....	.....	.....	.....
1700	1	Employment of non-union men.....	.....	16	.....	.....	.....	.....	.....	.....
1701	1	Employment of non-union men.....	.....	23	.....	.....	.....	.....	.....	.....
1702	1	Increase of wages.....	¾	20	.....	.....	.....	.....	.....	.....
1109	1	Increase of wages.....	3	11	.....	.....	.....	1	.....	.....
	7	Totals.....	10¾	134	.....	.....	1	2	.....	.....
		CEMENT MAKERS.								
770	1	Increase of wages, 25 cents per day.....	3	13	47	.....	.....	.....	.....	.....
771	1	Increase of wages, 25 cents per day.....	3	39	17	.....	.....	.....	.....	.....
970	1	Increase of wages.....	2	125	.....	.....	.....	.....	.....	.....
1221	1	Increase of wages.....	.....	100	160	.....	.....	.....	.....	.....
	4	Totals.....	8	277	224	.....	.....	.....	.....	.....
		CEMENT MASONS.								
1571	1	Employment of non-union men.....	.....	.....	.....	.....	.....	.....	.....	.....
1572	1	Non-payment of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
1973	1	To assist marble cutters...	4	2	.....	.....	.....	1	.....	.....
	3	Totals.....	4	2	.....	.....	.....	1	.....	.....
		CEMENT MASONS' LABORERS.								
1293	1	Increase of wages.....	4	35	.....	.....	.....	1	.....	.....
1485	1	Increase of wages.....	.....	25	.....	.....	.....	.....	.....	.....
1566	1	Increase of wages.....	¾	.....	.....	.....	.....	.....	.....	.....
1738	1	Increase of wages.....	.....	10	10	.....	.....	1	.....	.....
	4	Totals.....	4¾	70	.....	10	.....	2	.....	.....
		CHEMICAL WORKERS.								
1210	1	Obnoxious foreman.....	12	170	17	130	.....	1	.....	.....
		CIGARETTE MAKERS.								
6	1	Use of machinery.....	.....	130	.....	130	1	.....	.....	Pending..
937	1	Increase of wages.....	12	30	10	.....	.....	1	.....	.....
1199	1	Increase of wages.....	3	60	.....	6	.....	1	.....	.....
	3	Totals.....	15	220	10	136	1	2	.....	.....
		CIGAR MAKERS.								
5	1	Employment of non-union men.....	8	2	.....	1	.....	1	.....	.....
114	1	Employment of non-union men.....	10	9	.....	.....	.....	1	.....	.....
163	1	Reduction of wages.....	35	12	4	12	1	.....	.....	5 weeks..

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employés.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	1	886½		
.....	\$29,500 00	.....	1	2	.....	.....	.....	1	.....	2			
.....	1	.....	.....	.....	.....	1	.....	.....	1217		
1	\$300 00	.....	1	1	.....	.....	.....	1	.....	1	1698		
.....	1	.....	.....	.....	.....	.....	1	1699		
.....	1	.....	.....	.....	.....	.....	1	1700		
.....	1	.....	.....	.....	.....	.....	1	1701		
.....	58 50	.....	1	.....	.....	.....	1	.....	.....	.....	1702		
.....	1	.....	.....	.....	.....	.....	.....	.....	1109		
1	\$358 50	.....	4	3	.....	.....	2	2	.....	3			
.....			
.....	\$48 75	.....	.....	1	.....	.....	.....	.....	1	.....	770		
.....	220 00	.....	.....	1	.....	.....	1	.....	.....	.....	771		
.....	750 00	.....	1	.....	.....	.....	1	.....	.....	.....	970		
.....	1	1221		
.....	\$1,018 75	.....	1	2	1	.....	2	.....	1	1			
.....			
.....	1	.....	.....	.....	.....	.....	1	1571		
.....	1	.....	.....	.....	.....	1	.....	.....	1572		
.....	\$28 00	.....	1	.....	.....	.....	.....	1	.....	.....	1973		
.....			
.....	\$28 00	.....	2	1	.....	.....	.....	2	.....	1			
.....			
.....	\$230 00	.....	1	.....	.....	1	.....	.....	.....	.....	1293		
.....	\$43 00	1	.....	.....	.....	1	.....	.....	.....	1485		
.....	400 00	.....	1	.....	.....	.....	.....	1	.....	.....	1566		
.....	1	.....	.....	.....	.....	.....	1	1738		
.....			
.....	\$630 00	\$43 00	3	1	.....	1	1	1	.....	1			
.....			
.....	\$5,000 00	\$500 00	.....	1	.....	.....	.....	.....	.....	1	1210		
.....			
.....	1	6		
.....	\$225 00	\$50 00	.....	1	.....	.....	.....	.....	.....	1	937		
.....	1	.....	.....	.....	.....	.....	1	1199		
.....	\$225 00	\$50 00	.....	3	.....	.....	.....	.....	.....	3			
.....			
.....	\$33 30	.....	1	.....	.....	.....	.....	1	.....	.....	5		
.....			
.....	250 00	\$65 85	1	.....	.....	.....	.....	1	.....	.....	114		
1	800 00	220 00	1	.....	.....	.....	.....	1	.....	.....	163		

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		CIGAR MAKERS — (Continued).								
266	1	Reduction of wages*	.....	.....	.....	.....	.....	.....	.....	.....
279	1	Reduction of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
745	1	Reduction of wages.....	6	54	.....	.....	.....	1	.....	.....
951	1	Reduction of wages.....	7	67	68	9	.....	1	.....	.....
952	1	Reduction of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
953	1	Reduction of wages.....	29	139	30	.....	.....	1	.....	.....
955	1	Refusal to recognize union rules.....	1	.....	.....	.....	.....	.....	.....	.....
1027	1	Reduction of wages.....	.....	20	10	16	1	.....	.....	Pending.
1168	1	Increase of wages.....	82	3	2	2	.....	1	.....	.....
1322	1	Reduction of wages.....	10	75	.....	.....	.....	.....	.....	.....
1324	1	Increase of wages.....	1	10	.....	.....	.....	1	.....	.....
1364	1	Rival labor organizations..	.....	3	.....	.....	.....	.....	.....	.....
1590	1	Increase of wages.....	.....	5	.....	.....	.....	1	.....	.....
1741	1	Tenement-house system.....	.....	200	200	.....	1	.....	.....	Pending.
1752	1	Reduction of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
1753	1	Use of machinery.....	.....	20	10	20	.....	1	.....	.....
1757	1	Reduction of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
1769	1	Increase of wages.....	1	3	.....	.....	.....	1	.....	.....
1786	1	Increase of wages.....	.....	6	.....	6	.....	.....	.....	.....
1903	1	Reduction of wages.....	28	4	.....	.....	1	.....	.....	4 weeks.
1960	1	Rival labor organizations..	.....	2	.....	2	1	.....	.....	Pending.
2031	1	Refusal to recognize union rules.....	.....	.....	.....	.....	.....	.....	.....	.....
2068	1	Increase of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
26		Totals.....	218	634	124	268	5	10	.....	.....
		CIGAR PACKERS.								
2032	1	Reduction of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
		CLOTHING CUTTERS.								
281	1	Increase of hours.....	.....	45	380	45	1	.....	.....	Pending.
		COACHMEN.								
1685	1	Increase of wages.....	2	3	1	.....	1	.....	.....	2 days.
1686	1	Increase of wages.....	.....	3	.....	.....	.....	.....	.....	.....
1687	1	Increase of wages.....	.....	3	.....	.....	.....	.....	.....	.....
1688	1	Increase of wages.....	.....	2	.....	.....	.....	.....	.....	.....
1689	1	Increase of wages.....	.....	2	.....	.....	.....	.....	.....	.....
1690	1	Increase of wages.....	.....	3	.....	.....	.....	.....	.....	.....
1691	1	Increase of wages.....	1	12	3	.....	.....	.....	.....	.....
1692	1	Increase of wages.....	2	16	2	.....	.....	1	.....	.....
1693	1	Increase of wages.....	.....	4	4	4	.....	.....	.....	.....
1694	1	Increase of wages.....	3	4	2	.....	.....	1	.....	.....
1695	1	Increase of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
1696	1	Increase of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
1697	1	Increase of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
2069	1	Increase of wages.....	.....	1	.....	.....	.....	.....	.....	.....
14		Totals.....	8	58	12	4	1	2	.....	.....
		COAL DRIVERS.								
1218	1	Obnoxious foreman.....	2	12	.....	.....	.....	1	.....	.....
		COAL HANDLERS.								
914	1	Discharge of obnoxious employé.....	4	4	.....	2	.....	1	.....	.....
153	1	Refusal to handle boycotted coal.....	11	30	10	.....	.....	1	.....	.....

* Threatened.

† Employer reports loss of \$3,000 within six months.

‡ Two hundred.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	266
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	279
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	745
.....	\$600 00	108 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	951
.....	12,510 00	1,000 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	952
.....	953
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	955
.....	1,500 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1027
.....	5 00	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1168
.....	\$300 00	1,350 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1322
.....	14 50	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1324
.....	1	.....	.....	.....	.....	.....	.....	1	1364
.....	1	.....	.....	.....	.....	.....	.....	1	1590
.....	1	.....	.....	.....	.....	.....	.....	1	1741
.....	1,800 00	1,700 00	.....	.....	.....	.....	.....	.....	.....	.....	1	1752
.....	1	.....	.....	.....	.....	.....	.....	1	1753
.....	245 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1757
.....	1	.....	.....	.....	.....	.....	.....	.....	1769
.....	1	.....	.....	.....	.....	1	.....	.....	1786
.....	40 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1903
1	85 47	64 00	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1903
.....	12 00	8 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1960
.....	2031
.....	1	.....	1	.....	.....	.....	.....	1	.....	.....	2068
2	\$300 00	\$17,440 77	\$5,186 35	12	.....	14	.....	.....	.....	.....	12	.....	14	.....
.....	2032
.....	1	.....	.....	.....
.....	\$16,200 00	\$1,200 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	281
.....
1	\$16 50	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1685
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1686
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1687
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1688
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1689
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1690
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1691
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1692
.....	1	.....	.....	.....	.....	.....	.....	1	1693
.....	1	.....	.....	.....	.....	.....	.....	1	1694
.....	1	.....	.....	.....	.....	.....	.....	1	1695
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1696
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1697
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2069
1	\$16 50	.....	11	.....	3	.....	.....	.....	2	9	.....	3	.....
.....
.....	\$72 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1218
.....
.....	\$24 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	914
.....	\$500 00	600 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	153

Bohemian families; 50 families employed making cigars for New York firm in tenements.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		COAL HANDLERS—(Continued)								
152	1	Refusal to handle boycotted coal	30	....	....	....	....	....	....	....
151	1	Refusal to handle boycotted coal	7	11	2	....	....	1	....	....
150	1	Refusal to handle boycotted coal	24	20	1	20	....	1	....	....
149	1	Refusal to handle boycotted coal	7	26	....	....	....	1	....	....
148	1	Refusal to handle boycotted coal	10	30	....	....	....	1	....	....
147	1	Refusal to handle boycotted coal	22	....	....	....	....	....	....	....
146	1	Refusal to handle boycotted coal	6	17	3	4	....	1	....	....
145	1	Refusal to handle boycotted coal	6	5	2	....	....	....	....	....
144	1	Refusal to handle boycotted coal	10	3	1	....	....	1	....	....
143	1	Refusal to handle boycotted coal	36	3	....	....	....	1	....	....
142	1	Refusal to handle boycotted coal	17	6	....	....	....	1	....	....
141	1	Refusal to handle boycotted coal	24	4	1	1	....	....	....	....
140	1	Refusal to handle boycotted coal	10	12	3	1	....	....	....	....
139	1	Refusal to handle boycotted coal	10	41	....	....	....	....	....	....
137	1	Refusal to handle boycotted coal	10	5	1	....	....	1	....	....
134	1	Refusal to handle boycotted coal	13	150	....	50	....	1	....	....
131	1	Refusal to handle boycotted coal	34	10	....	....	....	....	....	....
125	1	Refusal to handle boycotted coal	16	6	....	....	....	1	....	....
119	7	Refusal to handle boycotted coal	35	600	....	30	....	6	....	....
	27	Totals.....	342	983	24	108	....	19	....	....
		COLLAR AND CUFF MAKERS.								
175	1	Increase of wages.....	1	20	....	....	....	1	....	....
		COLOR MIXERS (PAINTS).								
268	1	Equalization of wages.....	11	100	150	....	....	1	....	....
		COOPERS.								
11	1	To assist coal handlers.....	....	65	....	21	1	....	....	....
13	1	To assist coal handlers.....	18	98	12	20	....	....	....	....
1185	9	Increase of wages.....	7	163	....	....	....	9	....	....
1441	4	Reduction of hours and in- crease of wages.....	48	\$29	2	....	4	....	....	Pending.
1457	1	Increase of wages.....	....	4	1	....	1	....	....	Pending.
1499	1	Increase of wages.....	....	30	....	....	....	....	....	....
1600	1	Increase of wages.....	3	12	....	....	....	....	....	....
1501	6	Increase of wages.....	6	79	1	....	....	6	....	....
1835	1	Increase of wages.....	....	7	....	....	....	....	....	....
1907	1	Change of pay day.....	1/2	11	1	....	1	....	....	....

* One firm. † Union reports 110. ‡ Five firms only;

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	.....	1	152
.....	\$2,000 00	\$310 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	151
.....	1,000 00	2,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	150
.....	1,200 00	300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	149
.....	600 00	500 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	148
.....	1	.....	.....	.....	.....	.....	.....	1	147
.....	178 50	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	146
.....	50 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	145
.....	40 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	144
.....	350 00	180 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	143
.....	135 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	142
.....	600 00	160 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	141
.....	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	140
.....	820 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	139
.....	55 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	137
.....	20,000 00	10,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	134
.....	15,000 00	556 78	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	131
.....	1,500 00	160 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	125
.....	*5,000 00	60,000 00	\$1,159 00	.....	.....	7	.....	.....	.....	.....	.....	.....	7	119
.....	\$47,750 00	\$76,269 28	\$1,159 00	.....	.....	27	.....	.....	.....	.....	.....	.....	27	
.....	\$13 57	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	175
.....	\$2,220 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	268
.....	1	.....	\$1,500 00	\$7,500 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	11
.....	225 00	1,300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	13
.....	\$666 00	.....	.....	9	.....	.....	.....	.....	1	7	1	.....	1185
.....	2,700 00	1,818 00	\$340 00	.....	.....	4	.....	.....	.....	.....	.....	.....	4	1441
.....	1	.....	.....	.....	.....	.....	.....	1	1457
.....	63 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1499
.....	1,800 00	1,020 00	.....	.....	6	.....	.....	.....	.....	.....	6	.....	.....	1500
.....	1	.....	.....	.....	.....	.....	.....	1	1501
.....	1	1835
.....	2 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1907

union reports \$924. § Union reports 37.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		COOPERS—(Continued).								
1908	1	Refusal to recognize union rules		1		1				
1909	1	Refusal to recognize union rules		3		3	1			Pending.
1910	1	Refusal to recognize union rules		3				1		
1912	1	Increase of wages.....	10	8				1		
1761	5	Increase of wages.....	29	*13				5		
2070	1	Opposed to machine-made barrels								
2071	1	Employment of non-union men		400						
37		Totals.....	121½	826	17	45	7	23		
		COPPERSMITHS.								
299	1	Increase of wages, reduc- tion of hours.....	2	22	8	1		1		
304	1	Increase of wages, reduc- tion of hours.....	1	4				1		
311	1	Increase of wages, reduc- tion of hours.....	2	8	5			1		
312	1	Increase of wages, reduc- tion of hours.....	1	6						
313	1	Increase of wages, reduc- tion of hours.....		17		5	1			Pending.
314	1	Increase of wages, reduc- tion of hours.....	1	10	\$18			1		
315	1	Increase of wages, reduc- tion of hours.....	3	112				1		
317	1	Increase of wages, reduc- tion of hours.....	1	1	3			1		
320	1	Increase of wages, reduc- tion of hours.....	2	30				1		
322	1	Increase of wages, reduc- tion of hours.....	4	25	4			1		
324	1	Increase of wages, reduc- tion of hours.....	3	4						
326	1	Increase of wages, reduc- tion of hours.....	2	25	10			1		
329	1	Reduction of hours		1						
13		Totals.....	22	115	48	6	1	9		
		DERRICKMEN.								
1183	1	Refusal to recognize union rules	4	28	23			1		
1292	1	Employment of non-union men	3½							
1472	1	Refusal to recognize union rules	4	80				1		
1473	1	Refusal to recognize union rules	1½	6				1		
1704	1	To assist stone cutters.....								
2036	1	Employment of non-union man		2						
2044	1	To assist plumbers.....								
7		Totals.....	13	116	23			3		

* Union reports 30.

† Report of one firm; union reports 1,500.

‡ Loss of contract-
reports 18.

b Union reports \$93 loss of wages.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	.....	1	1908
.....	\$80 00	\$25 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1909
.....	180 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1910
.....	†250 20	600 00	5	.....	.....	.....	.....	1	.....	4	.....	.....	1912
.....	1	.....	.....	.....	.....	.....	.....	4	.....	.....	2070
.....	1	.....	.....	.....	.....	.....	.....	1	2071
1	\$6,225 00	\$12,877 20	\$967 00	26	.....	11	.....	.....	3	22	1	11	.....
.....	\$132 00	\$40 00	1	.....	.....	.....	.....	1	.....	.....	.....	.....	299
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	304
.....	\$6,000 00	51 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	311
.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	312
.....	850 00	280 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	313
.....	900 00	30 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	314
.....	†18 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	315
.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	317
.....	180 00	.....	1	.....	.....	.....	1	.....	.....	.....	.....	.....	320
.....	625 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	322
.....	31 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	.....	324
.....	625 00	.....	1	.....	1	.....	.....	.....	.....	.....	1	.....	326
.....	1	.....	.....	.....	.....	.....	1	.....	329
.....	\$6,900 00	\$1,342 00	\$320 00	10	1	2	.....	1	7	2	1	2	.....
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1183
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1292
.....	\$904 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1472
.....	1	.....	1	.....	.....	.....	.....	1	.....	1	1473
.....	1	.....	.....	.....	.....	.....	.....	1	1704
.....	1	.....	1	.....	.....	.....	1	.....	.....	.....	2036
.....	1	.....	.....	.....	.....	.....	.....	1	2044
.....	\$904 00	.....	3	1	3	.....	.....	.....	3	1	3	.....

§ Helpers and apprentices. ¶ Union reports 15. ¶ Union reports wages lost \$75. a Union
c Union reports 11. d Union reports loss of wages \$57.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
ENGINEERS.										
1115	1	Refusal to recognize union rules	7	*96	326	96				
2072†	1	Obnoxious rules								
2073†	1	Grading of engineers.....								
	3	Totals.....	7	96	326	96				
FILE MAKERS.										
115	2	Increase of wages.....	90	‡52		1		2		
997½	1	Discharge of union man....	6	5						
	3	Totals.....	96	57		1		2		
FIRE EXTINGUISHER MAKERS.										
1783	1	Increase of wages.....		22						
FIREMEN.										
164	1	Increase of wages.....	1					1		
1983	1	Discharge of committee, increase of wages,.....	7	90		90		1		
	2	Totals.....	8	90		90		2		
FLOUR MILL HANDS.										
9	1	Refusal to handle non- union coal.....	5	25	50	25		1		
FRAMERS.										
602	1	Increase of wages <i>a</i>	1	6				1		
603	1	Increase of wages	18	620		10				
604	1	Increase of wages <i>a</i>	2	8				1		
605	1	Increase of wages <i>a</i>	4	10				1		
607	1	Increase of wages <i>a</i>	4	35				1		
608	1	Increase of wages and re- duction of hours <i>a</i>	7	16				1		
609	1	Increase of wages <i>a</i>	7	20				1		
610	1	Increase of wages and re- duction of hours <i>a</i>	8	30				1		
611	1	Increase of wages <i>a</i>	5	23				1		
616	1	Increase of wages	10	10		10		1		
618	1	Increase of wages <i>a</i>	5	22				1		
619	1	Increase of wages <i>a</i>	18	62				1		
620	1	Increase of wages <i>a</i>	8	35				1		
621	1	Increase of wages <i>a</i>	7	6				1		
622	1	Increase of wages <i>a</i>	10	25				1		
623	1	Increase of wages <i>a</i>	14	6				1		
1222	1	Increase of wages <i>a</i>	10	3		3	1			Pending.
1229	1	Increase of wages	9	6						
1230	1	Increase of wages <i>a</i>	14	14				1		
1237	1	Increase of wages <i>a</i>	14	15				1		
1239	1	Increase of wages	8	30				1		
1241	1	Increase of wages <i>a</i>	14	20				1		
1244	1	Increase of wages <i>a</i>	6	20				1		
1245	1	Increase of wages <i>a</i>	½	6				1		
1251	1	Increase of wages <i>b</i>		6		6	1			Pending.
1253	1	Increase of wages <i>a</i>	14	16				1		
1256	1	Increase of wages	12	25	6			1		
1259	1	Increase of wages <i>a</i>	8	6				1		
1264	1	Increase of wages <i>a</i>	12	30				1		

* Union reports 133 men on strikes.

† Threatened strike.

‡ Union reports 60.
payment of

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employes.	Conciliation with labor organization.	No formal settle- ment	Abandoned.	
.....	\$1,998 50	.....	1	.....	1	.....	.....	.....	.....	1	.....	1	1115
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2072
.....	2073
.....	\$1,998 50	.....	2	.....	1	.....	.....	.....	.....	2	.....	1	.....
.....	\$1,200 00	\$5,700 00	.....	2	.....	.....	.....	.....	.....	.....	2	.....	.....	115
.....	68 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	997½
.....	\$1,200 00	\$5,768 00	.....	3	.....	.....	.....	.....	1	.....	2	.....	.....	.....
.....
.....	\$250 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1783
.....	1	.....	.....	.....	.....	.....	.....	1	164
.....	\$945 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1983
.....	\$945 00	.....	.....	.....	2	.....	.....	.....	.....	.....	.....	2	.....
.....
.....	\$5,000 00	\$275 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	9
.....	\$16 50	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	602
.....	7,900 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	603
.....	82 50	\$40 00	1	.....	.....	.....	.....	.....	1	.....	.....	.....	604
.....	110 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	605
.....	385 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	607
.....	264 00	128 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	608
.....	330 00	160 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	609
.....	\$300 00	577 50	240 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	610
.....	250 00	310 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	611
.....	275 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	616
.....	312 75	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	618
.....	3,000 00	3,348 00	320 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	619
.....	1,500 00	770 00	280 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	620
.....	2,650 00	99 00	48 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	621
.....	1,000 00	618 75	200 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	622
.....	600 00	308 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	623
.....	500 00	90 00	128 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1222
.....	132 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1229
.....	462 00	224 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1230
.....	700 00	320 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1237
.....	450 00	660 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1239
.....	1,800 00	660 00	320 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1241
.....	330 00	160 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1244
.....	8 25	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1245
.....	1	.....	.....	.....	.....	.....	.....	1	1251
.....	528 00	256 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1253
.....	1,000 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1256
.....	115 50	48 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1259
.....	660 00	240 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1264

§ Union reports \$11,700.
wages due.

a And abolition of payment of wages in saloons.

b And

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
FRAMERS—(Continued).										
1267	1	Increase of wages *.....	½	20	.....	.....	.....	1	.....	.....
1268	1	Increase of wages †.....	1	10	.....	.....	.....	1	.....	.....
1269	1	Increase of wages †.....	9	6	.....	.....	.....	1	.....	.....
1276	1	Increase of wages †.....	14	10	.....	.....	.....	1	.....	.....
1321	1	Increase of wages †.....	¼	15	.....	.....	.....	1	.....	.....
1472½	1	Increase of wages †.....	10	25	.....	.....	.....	1	.....	.....
1473½	1	Increase of wages †.....	14	8	.....	.....	.....	1	.....	.....
1474½	1	Increase of wages †.....	12	5	.....	.....	.....	1	.....	.....
1476½	1	Increase of wages †.....	14	6	.....	.....	.....	1	.....	.....
1478	1	Increase of wages †.....	12	5	.....	.....	.....	1	.....	.....
1479	1	Increase of wages †.....	12	5	.....	.....	.....	1	.....	.....
1480	1	Increase of wages †.....	14	6	.....	.....	.....	1	.....	.....
1530	1	Increase of wages †.....	14	6	.....	.....	.....	1	.....	.....
1531	1	Increase of wages †.....	6	10	.....	.....	.....	1	.....	.....
1532	1	Non-payment of wages \$.....	1	5	.....	.....	.....	1	.....	.....
1533	1	Increase of wages †.....	14	15	.....	.....	.....	1	.....	.....
1534	1	Increase of wages †.....	1	8	.....	.....	.....	1	.....	.....
1535	1	Increase of wages †.....	1	10	.....	.....	.....	1	.....	.....
1536	1	Increase of wages †.....	1	6	.....	.....	.....	1	.....	.....
1564	1	Increase of wages †.....	1	8	.....	.....	.....	1	.....	.....
1655	1	To assist bricklayers.....	1	5	.....	.....	.....	1	.....	.....
1656	1	To assist bricklayers.....	1	3	.....	.....	.....	1	.....	.....
1863	1	To assist plumbers.....	2	12	.....	.....	.....	1	.....	.....
1926	1	To assist brickhandlers.....	22	46	.....	46	1	.....	Pending.	.....
1927	1	To assist laborers.....	1½	168	.....	.....	.....	1	.....	.....
1931	1	Refusal to recognize union rules.....	90	24	.....	18	.....	1	.....	.....
1981	1	Increase of wages.....	2	8	.....	.....	.....	1	.....	.....
56		Totals.....	520%	1,586	6	93	3	48	.....	.....
FURNITURE WORKERS.										
964	1	Reduction of hours.....	.....	25	.....	.....	.....	.....	.....	.....
991	1	Objectionable rules.....	6	.....	.....	.....	.....	.....	.....	.....
1097	1	Increase of wages.....	9	48	295	.....	.....	1	.....	.....
1211	1	Reduction of hours and in- crease of wages.....	12	36	.....	.....	.....	1	.....	.....
1211½	1	Increase of wages.....	7	20	60	.....	.....	.....	.....	.....
948	1	Reduction of hours.....	9	16	.....	.....	.....	.....	.....	.....
947	1	Reduction of hours.....	6	3	.....	.....	.....	.....	.....	.....
1792	1	Increase of wages and re- duction of hours.....	14	2	.....	.....	.....	.....	.....	.....
1904	1	Increase of hours.....	.....	42	.....	25	1	.....	.....	.....
1906	1	To assist varnishers.....	.....	4	.....	4	1	.....	.....	.....
269	1	Increase of wages and re- duction of hours.....	.....	3	2	3	.....	1	.....	.....
1466	1	Employment of non-union men.....	.....	.....	.....	.....	.....	.....	.....	.....
2175	1	Opposed to piece-work.....	6	9	.....	9	.....	1	.....	.....
13		Totals.....	69	208	357	41	2	4	.....	.....
FURRIERS.										
579	1	Use of machinery and boy.. Refusal to recognize union rules.....	12	25	.....	2	.....	1	.....	.....
2006		Totals.....	12	25	.....	2	.....	2	.....	.....

* Abolition of payments of wages in saloons, and weekly payments. † And abolition employment of non-union men.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$27 50	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1267
.....	27 50	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1268
.....	148 50	\$48 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1269
.....	\$500 00	330 00	320 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1276
.....	618 75	200 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1321
.....	264 00	64 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1472½
.....	151 25	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1473½
.....	198 00	96 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1474½
.....	151 25	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1476½
.....	151 25	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1478
.....	1,700 00	231 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1479
.....	193 00	96 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1480
.....	165 00	80 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1530
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1531
.....	495 00	240 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1532
.....	22 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1533
.....	27 50	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1534
.....	16 50	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1535
.....	22 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1536
.....	16 25	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1564
.....	9 75	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1655
.....	84 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1656
.....	525 00	200 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1863
.....	882 00	23 00	.....	1	.....	.....	.....	.....	1	.....	.....	1	1926
.....	1927
.....	400 00	600 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1931
.....	48 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1981
.....	\$14,250 00	\$26,262 75	\$5,199 00	12	40	4	.....	.....	1	3	48	.....	4	.....
.....	1	.....	.....	.....	.....	1	.....	.....	.....	964
.....	1	.....	.....	.....	.....	.....	.....	1	991
.....	\$5,000 00	\$1,200 00	\$405 00	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1097
.....	1,188 00	120 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1211
.....	330 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1211½
.....	96 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	948
.....	40 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	.....	947
.....	66 00	24 00	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1792
.....	1	.....	.....	.....	860 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1904
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1906
.....	1	.....	.....	.....	.....	.....	.....	1	269
.....	1	.....	.....	.....	.....	.....	.....	1	1466
.....	135 00	54 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	2175
.....	2	\$5,000 00	\$2,959 50	\$1,559 00	2	3	8	.....	.....	.....	1	4	.....	8	.....
.....	900 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	579
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2006
.....	\$900 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	1	.....

of payments of wages in saloons. † Abolition of payments of wages in saloons and
 ‡ And payment for time while on strike.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
2074	1	GAS FIXTURE MAKERS. Non-payment of wages .....	.....	500	....	....	....	....	....	....
16	1	GLASS WORKERS. Number of apprentices and increase of wages	26	115	....	....	1	....	....	....
17	1	Number of apprentices and increase of wages	33	18	....	....	1	....	....	....
18	1	Number of apprentices and increase of wages	32	50	....	11	....	....	....	....
19	1	Number of apprentices and reduction of wages .....	.....	32	....	32	1	....	....	Pending.
20	1	Number of apprentices and increase of wages	14	29	179	....	1	....	....	....
21	1	Number of apprentices	39	27	....	....	1	....	....	....
23	1	Number of apprentices and reduction of wages	6	14	....	....	1	....	....	....
161	1	Number of apprentices	153	70	20	40	....	....	....	....
927	1	Employment of non-union men	$\frac{1}{2}$	30	....	....	1	....	....	....
1100	1	Increase of wages (boys)	9	40	158	5	1	....	....	....
1216	1	Discharge of employé	9	50	....	....	1	....	....	....
1377	1	Increase of wages	26	80	....	....	1	....	....	....
1886	1	Refusal to handle non- union material	4	40	....	....	....	....	....	....
13		Totals	351 $\frac{1}{2}$	595	357	88	1	9	....	....
1818	1	GOLD BEATERS. Refusal to recognize union rules	12	4	3	4	....	....	....	....
1819	1	Refusal to recognize union rules	2	58	....	....	....	....	....	....
2		Totals	14	62	3	4	....	....	....	....
93	1	GRAIN HANDLERS. Refusal to handle boycotted freight	14	15	....	15	....	....	....	....
97	1	Refusal to handle boycotted freight	18	150	....	150	1	....	....	....
110	1	Refusal to handle boycotted freight	20	75	....	....	1	....	....	....
261	1	Refusal to handle boycotted coal and freight	27	27	23	17	1	....	....	....
4		Totals	79	267	23	182	1	2	....	....
2045	1	GRATE SETTERS. To assist plumbers .....	....	3	....	....	....	....	....	....
162	1	GRAVE DIGGERS. Increase of wages* .....	....	45	....	....	....	1	....	....
169	1	Increase of wages* .....	....	....	....	....	....	....	....	....
768	1	Employment of two objec- tionable men	3	20	3	1	....	1	....	....
3		Totals	3	65	3	1	....	2	....	....
1958	1	HARNES MAKERS. Reduction of wages	7	9	....	9	....	....	....	....

*Threatened strike.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employés.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	.....	1	2074
.....	\$5,000 00	\$7,777 90	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	16
.....	4,500 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	.....	17
.....	10,000 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	18
.....	1	.....	.....	.....	.....	.....	.....	1	19
.....	1,827 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	20
.....	10,000 00	30,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	21
.....	2,000 00	800 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	23
.....	34,020 00	\$270 00	.....	.....	1	.....	.....	.....	.....	1	.....	1	161
.....	1	.....	1	.....	.....	.....	1	.....	.....	927
.....	100 00	300 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1	1100
.....	1,000 00	.....	.....	1	.....	.....	.....	.....	1	.....	1	.....	1216
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1377
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1886
.....	\$17,100 00	\$90,224 90	\$270 00	3	5	5	.....	.....	1	1	5	1	5	.....
.....	\$55 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1818
.....	375 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1819
.....	\$430 00	.....	.....	1	.....	1	.....	.....	.....	1	.....	1	.....
.....	\$400 00	\$60 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	93
.....	1	.....	.....	14,600 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	97
.....	1	.....	.....	.....	.....	.....	.....	1	110
.....	400 00	1,600 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	261
.....	1	.....	\$800 00	\$16,260 00	.....	.....	.....	4	.....	.....	.....	.....	.....	.....	4	.....
.....	1	.....	.....	.....	.....	.....	.....	1	2045
.....	1	.....	.....	.....	.....	.....	.....	1	162
.....	1	.....	.....	.....	.....	.....	.....	1	169
.....	\$195 80	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	768
.....	\$195 80	.....	.....	.....	3	.....	.....	.....	.....	.....	.....	3	.....
.....	1	.....	.....	.....	.....	.....	.....	1	1958

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		HAT AND CAP MAKERS.								
25	1	Discharge of union men...	39	70	12	8	...	1	...	.....
26	1	Increase of wages	30	46	...	2	...	1	...	.....
1663	1	Refusal to recognize union rules .....	...	18	...	...	...	...	...	.....
	3.	Totals.....	69	134	12	10	...	1	...	.....
		HOD CARRIERS.								
1024	1	Opposed to use of wheel- barrow	12	8	2	...	...	...	...	.....
1127	1	Increase of wages	2	5	1	2	...	...	...	.....
1133	1	Employment of non-union men .....	...	5	...	5	...	...	...	.....
1136	1	Increase of wages	½	20	...	...	...	1	...	.....
1295	1	Refusal to recognize union rules	6	21	86	...	...	...	...	.....
1327	1	Employment of non-union men .....	...	50	...	...	...	...	...	.....
1333	1	Employment of non-union men .....	...	...	...	...	...	...	...	.....
1490	1	Increase of wages .....	...	6	...	6	1	...	...	Pending.
1521	1	Increase of wages and re- duction of hours	1	5	...	...	...	1	...	.....
1522	1	Increase of wages and re- duction of hours	½	6	...	...	...	1	...	.....
1523	1	Increase of wages and re- duction of hours	½	6	...	...	...	1	...	.....
1524	1	Increase of wages and re- duction of hours	½	12	...	...	...	1	...	.....
1525	1	Increase of wages and re- duction of hours	½	6	...	...	...	1	...	.....
1526	1	Increase of wages and re- duction of hours	½	6	...	...	...	1	...	.....
1956	1	To assist plumbers and painters	½	6	...	...	...	1	...	.....
2012	1	Employment of non-union men .....	...	55	...	55	1	...	...	Pending.
2043	1	To assist plumbers .....	...	2	...	...	...	...	...	.....
2075	1	To assist marble cutters...	...	...	...	...	...	...	...	.....
2177	1	Opposed to wheelbarrows..	...	...	...	...	...	...	...	.....
	19	Totals.....	24	213	89	68	2	7	...	.....
		HORSESHOERS.								
466	1	Increase of wages .....	...	1	1	...	...	1	...	.....
470	1	Increase of wages .....	...	2	1	1	1	...	...	.....
471	17	Increase of wages	14	*22	5	3	17	...	...	2 weeks..
477	1	Increase of wages .....	...	1	...	1	...	...	...	.....
479	1	Increase of wages .....	...	2	...	...	...	1	...	.....
480	1	Increase of wages .....	...	1	...	...	...	...	...	.....
482	1	Increase of wages .....	...	1	...	...	...	...	...	.....
484	1	Increase of wages .....	...	3	...	...	...	1	...	.....
490	1	Increase of wages .....	...	2	...	...	...	1	...	.....
492	1	Increase of wages .....	...	2	...	...	...	1	...	.....
498	1	Increase of wages .....	...	1	...	...	...	...	...	.....
500	1	Increase of wages .....	...	1	...	...	...	...	...	.....
504	1	Increase of wages .....	...	1	...	...	...	1	...	.....
506	1	Increase of wages .....	...	2	...	...	...	1	...	.....
511	1	Increase of wages .....	...	1	...	1	1	...	...	Pending.
512	1	Increase of wages	26	5	...	1	...	...	...	.....
516	1	Increase of wages .....	...	1	...	...	...	1	...	.....
			...	1	...	...	...	1	...	.....

* Union reports forty-three.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employés.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$3,600 00	\$400 00	.....	.....	1	.....	.....	.....	.....	.....	1	25	
.....	3,077 40	.....	.....	.....	1	.....	.....	.....	.....	.....	1	26	
.....	1	.....	.....	.....	.....	.....	1	1663	
.....	\$6,677 40	\$400 00	.....	.....	3	.....	.....	.....	.....	.....	3	.....
.....	\$400 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1024	
.....	75 00	.....	.....	1	.....	.....	1	.....	.....	.....	.....	1127	
.....	1	1	.....	.....	1	.....	.....	1	1133	
.....	1	.....	.....	.....	1136	
.....	315 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1295	
.....	1	.....	.....	.....	1	.....	.....	.....	1327	
.....	1	.....	.....	.....	.....	.....	1	1333	
.....	1	.....	.....	1	.....	.....	1	1490	
.....	1	.....	.....	1	.....	.....	.....	.....	1521	
.....	1	.....	.....	.....	1	.....	.....	.....	1522	
.....	1	.....	.....	.....	1	.....	.....	.....	1523	
.....	1	.....	.....	.....	1	.....	.....	.....	1524	
.....	1	.....	.....	.....	1	.....	.....	.....	1525	
.....	1	.....	.....	.....	1	.....	.....	.....	1526	
.....	3,200 00	\$2,000 00	.....	.....	1	.....	.....	.....	.....	.....	1	1956	
.....	1	.....	.....	.....	1	.....	.....	.....	2012	
.....	1	.....	.....	.....	1	.....	.....	1	2043	
.....	1	.....	.....	.....	1	.....	.....	.....	2075	
.....	1	.....	.....	.....	1	.....	.....	.....	2177	
.....	\$3,990 00	\$2,000 00	13	.....	6	.....	.....	2	.....	11	.....	6	
.....	\$50 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	466	
17	1	.....	†\$1,720 00	756 00	\$700 00	17	.....	1	.....	.....	.....	.....	17	.....	470
.....	1	.....	.....	.....	.....	.....	1	471	
.....	1	.....	.....	.....	1	.....	.....	.....	477	
.....	1	.....	.....	.....	.....	.....	.....	479	
.....	1	.....	.....	.....	.....	.....	.....	480	
.....	1	.....	.....	.....	.....	.....	1	482	
.....	1	.....	.....	.....	.....	.....	.....	.....	484	
.....	1	.....	.....	.....	.....	.....	.....	.....	490	
.....	1	.....	.....	.....	.....	.....	.....	.....	492	
.....	1	.....	.....	.....	.....	.....	.....	.....	498	
.....	30 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	500	
.....	1	.....	.....	.....	.....	.....	.....	.....	504	
.....	1	.....	.....	.....	.....	.....	.....	506	
1	280 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	511	
.....	1	.....	.....	.....	.....	.....	.....	.....	512	
.....	1	.....	.....	.....	.....	.....	.....	516	

† Three firms.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
HORSESHOERS — (Continued).										
518	1	Reduction of hours.	.....	3	.....	.....	.....	1	.....	.....
520	1	Increase of wages	.....	3	.....	.....	.....	.....	.....	.....
529	1	Increase of wages	8	3	.....	.....	.....	.....	.....	.....
530	1	Increase of wages	.....	2	.....	1	1	.....	.....	Pending..
531	1	Increase of wages	.....	1	.....	.....	1	.....	.....	.....
533	1	Increase of wages	.....	3	1	.....	.....	.....	.....	.....
535	1	Increase of wages	.....	1	.....	.....	1	.....	.....	.....
539	1	Increase of wages	.....	2	.....	2	.....	1	.....	.....
543	1	Increase of wages	.....	1	1	.....	.....	1	.....	.....
549	1	Increase of wages	.....	2	.....	2	1	.....	.....	.....
550	1	Increase of wages	9	6	.....	.....	.....	1	.....	.....
552	1	Increase of wages	.....	2	.....	.....	.....	.....	.....	.....
554	1	Increase of wages	.....	2	1	.....	.....	.....	.....	.....
555	1	Increase of wages	.....	2	.....	.....	.....	1	.....	.....
556	1	Increase of wages	.....	2	.....	1	.....	1	.....	.....
563	1	Increase of wages	.....	4	.....	.....	.....	.....	.....	.....
564	1	Increase of wages	.....	1	.....	1	.....	1	.....	.....
573	1	Increase of wages	.....	1	.....	.....	.....	1	.....	.....
1040	1	Increase of wages	.....	2	.....	1	1	.....	.....	.....
1046	1	Increase of wages	.....	1	1	.....	.....	.....	.....	.....
1052	1	Increase of wages	.....	1	1	1	1	.....	.....	.....
1054	1	Increase of wages	.....	1	.....	.....	.....	.....	.....	.....
1056	1	Increase of wages	7	1	.....	.....	.....	1	.....	.....
1057	1	Increase of wages	7	1	.....	.....	.....	1	.....	.....
1059	1	Increase of wages	½	1	.....	.....	.....	1	.....	.....
1065	1	Increase of wages	.....	1	1	1	1	1	.....	.....
1069	1	Increase of wages	12	1	.....	.....	.....	1	.....	.....
1071	1	Increase of wages	1	3	.....	.....	.....	1	.....	.....
1075	1	Increase of wages	9	2	1	.....	.....	1	.....	.....
1433	1	Increase of wages	1	1	.....	.....	.....	1	.....	.....
1433	1	Contract work	1	75	.....	.....	.....	1	.....	.....
1722	1	Increase of wages	12	1	.....	.....	.....	1	.....	.....
64		Totals.....	107½	181	13	16	26	27	.....	.....
HOUSESMITHS.										
258	1	To assist plumbers	19	14	.....	.....	.....	1	.....	.....
259	1	To assist plumbers	19	20	.....	.....	.....	1	.....	.....
345	1	Increase of wages	2	32	.....	32	.....	1	.....	.....
1175	1	To assist carpenters	1½	21	.....	.....	.....	1	.....	.....
1177	1	Reduction of hours	6	10	.....	.....	.....	1	.....	.....
1876	1	Reduction of hours	6	10	.....	.....	.....	1	.....	.....
1976	1	To assist laborers	½	9	.....	.....	.....	1	.....	.....
1924	1	Reduction of hours	6	8	.....	.....	.....	1	.....	.....
8		Totals.....	60	124	.....	32	.....	8	.....	.....
ICE HANDLERS.										
289	1	Increase of wages	20	300	.....	24	.....	.....	.....	.....
359	1	Increase of wages	½	8	.....	.....	.....	.....	.....	.....
924	1	Increase of wages	½	300	50	.....	.....	.....	.....	.....
1101	1	Increase of wages	½	7	1	.....	.....	.....	.....	.....
1102	1	Increase of wages	½	.....	.....	.....	.....	1	.....	.....
1103	1	Increase of wages	½	.....	.....	.....	.....	.....	.....	.....
1104	1	Increase of wages	½	65	.....	.....	.....	.....	.....	.....
1105	1	Increase of wages	½	25	7	.....	.....	1	.....	.....
1202	1	Increase of wages	½	25	4	.....	.....	.....	.....	.....
1619	1	Increase of wages	½	150	.....	.....	.....	.....	.....	.....
1628	1	Increase of wages	½	47	.....	.....	.....	1	.....	.....
1630	1	Increase of wages	½	6	.....	.....	.....	.....	.....	.....
12		Totals.....	25½	933	51	24	.....	3	.....	.....

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT, OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$200 00	.....	.....	1	.....	1	.....	.....	.....	1	.....	.....	1	518
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	520
.....	1	.....	1	.....	.....	.....	1	.....	.....	1	529
.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	530
.....	1	.....	1	.....	.....	.....	1	.....	.....	1	531
.....	1	.....	1	.....	.....	.....	1	.....	.....	1	533
1	\$54 00	.....	.....	1	.....	1	.....	.....	.....	1	.....	.....	1	535
.....	1	.....	1	.....	.....	.....	1	.....	.....	1	539
.....	130 00	.....	1	.....	1	.....	.....	.....	1	.....	.....	1	543
1	700 06	126 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	549
.....	44 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	550
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	552
.....	120 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	554
.....	250 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	555
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	556
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	563
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	564
1	100 00	.....	1	.....	1	.....	.....	.....	1	.....	.....	1	573
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1040
1	12 00	\$6 40	.....	1	1	.....	.....	.....	1	.....	.....	1	1046
.....	12 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1052
.....	12 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1054
.....	84	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1056
.....	1	.....	1	.....	.....	.....	1	.....	.....	1	1057
.....	20 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1059
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1065
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1069
.....	28 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1071
.....	1 67	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1075
.....	385 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1433
.....	20 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1722
22	2	.....	\$2,740 00	\$2,311 51	\$706 40	48	2	14	.....	.....	.....	4	46	.....	14	.....
.....	\$500 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	258
.....	\$225 00	800 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	259
.....	6,500 00	90 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	345
.....	110 25	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1175
.....	210 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1177
.....	210 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1876
.....	15 75	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1976
.....	168 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1924
.....	\$6,725 00	\$2,104 00	.....	8	.....	.....	.....	.....	.....	8	.....	.....	.....	.....
.....	\$3,000 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	289
.....	1	.....	.....	.....	.....	.....	.....	.....	359
.....	\$200 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	924
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1101
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1102
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1103
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1104
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1105
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1202
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1619
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1628
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1630
.....	\$3,000 00	\$200 00	.....	6	2	4	.....	.....	.....	5	3	.....	4	.....

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.,	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
IRON WORKERS.										
165	1	Obnoxious foreman	12	62	...	...	...	1	...	...
278	2	Refusal to recognize K. of L. rules	3	56	23	56	2	...	...	...
296	1	Increase of wages	26	30	...	...	...	1	...	...
335	1	Refusal to handle boycotted patterns	26	38	...	...	...	1	...	...
582	3	Refusal to handle boycotted patterns	18	85	...	1	...	...	...	...
752	1	Discharge of employé.....	...	38	...	...	...	...	...	...
885	1	Refusal to handle boycotted patterns	4	15	...	...	...	1	...	...
886	1	Refusal to handle boycotted patterns	35	110	...	...	...	...	...	...
888	1	Refusal to handle boycotted patterns	35	134	...	...	...	...	...	...
889	1	Refusal to handle boycotted patterns	26	37	...	3	...	1	...	...
906	4	Refusal to handle boycotted patterns	36	600	...	...	...	2	...	...
913	1	Refusal to recognize K. of L. rules	3	32	36	...	...	...	...	...
916	1	Refusal to handle boycotted patterns	30	311	...	...	...	...	...	...
918	1	Refusal to handle boycotted patterns	12	190	...	...	...	...	...	...
936	1	Refusal to handle boycotted patterns	1	20	...	...	...	1	...	...
959	1	Refusal to handle boycotted patterns .....	...	10	25	8	...	...	...	...
960	1	Refusal to handle boycotted patterns	30	95	...	...	...	1	...	...
961	1	Increase of wages, reduc- tion of hours Saturday ...	4	40	...	...	...	1	...	...
962	1	Refusal to recognize K. of L. rules	15	40	...	40	...	1	...	...
1091	1	To assist machinists	34	123	...	61	...	1	...	...
1162	1	Increase of wages and num- ber of apprentices	26	160	...	...	...	...	...	...
1482	1	Employment of non-union men	2	25	...	...	...	1	...	...
1588	1	Equalization of wages	3	24	...	...	...	1	...	...
1707	1	Refusal to recognize K. of L. rules .....	...	37	7	...	...	1	...	...
1989	1	Increase of wages	12	40	...	...	...	1	...	...
2007	1	Reduction of hours	5	14	22	...	...	1	...	...
	32	Totals.....	398	2,366	113	169	2	17	...	...
KNIT AND WOOLEN GOODS										
176	1	Change of pay day.....	6	100	...	...	...	1	...	...
334	1	Increase of wages	25	625	...	...	...	...	...	...
591c	1	Refusal to recognize rules K. of L.	13	456	...	...	...	1	...	...
779	1	Increase of wages .....	...	3	...	3	...	...	...	...
1117	1	Objectionable rules and in- crease of wages	67	1,075	1,991	...	...	1	...	...
1653	1	Obnoxious fines .....	...	52	...	17	1	...	...	Pending..
1754	1	Refusal to recognize K. of L. .....	...	20	...	18	1	...	...	Pending..

a One firm only. Union reports loss \$37,000.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
				\$1,800 00			1					1			165
	2			1,620 00	\$600 00										278
				2,000 00		1		2		1				2	296
				2,400 00				1						1	335
			\$3,000 00	16,500 00		3		1			3				582
				310 00				1				1			752
							1			1					885
								1					1		886
				4,800 00				1						1	888
			560 00	6,000 00				1						1	889
				29,600 00				4						4	906
			100 00	2,125 00				1						1	913
				26,124 00				1						1	916
				4,575 00				1						1	918
				55 00				1						1	936
								1						1	959
				25,000 00				1						1	960
				400 00			1								961
			1,000 00	7,800 00				1			1				962
				9,520 00				1						1	1091
				25,000 00			1								1162
				107 50		1					1				1482
				240 00	72 00	1					1				1588
				610 50			1				1				1707
				1,100 00							1				1989
				150 00				1						1	2007
2			\$9,660 00	\$147,837 00	\$672 00	7	5	20			2	10		20	
				\$1,000 00		1							1		176
				10,500 00				1						1	334
				5,900 00				1		1					591
								1						1	779
				160,000 00	\$2,300 00			1						1	1117
				48,000 00	1,887 00			1						1	1653
				1,700 00	313 00			1						1	1754

b Five hundred and fifty additional persons were thrown out of work. c Lock-out.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		KNIT AND WOOLEN GOODS.								
		(Continued).								
1846a	1	Refusal to recognize K. of L.	.....	5 200	....	200	1	....	....	210
1990	1	To assist weavers.....	.....	4	....	4	....	....	....	....
	9	Totals.....	111	1,935	1,991	242	3	3	....	210
		LABORERS.								
44	1	Increase of wages.....	12	350	50	....	....	1	....	....
381	1	Increase of wages.....	$\frac{1}{2}$	50	....	....	....	1	....	....
384	1	Reduction of hours.....	....	40	....	....	....	....	....	....
428	1	Reduction of wages.....	156	40	60	....	1	....	....	....
429	1	Reduction of hours.....	15	28	4	....	....	1	....	....
778	1	Increase of wages.....	3	30	....	....	....	....	....	....
780	1	Non-payment of wages.....	12	550	50	....	....	1	....	....
788	1	Reduction of hours.....	....	10	25	....	....	1	....	....
792	1	Reduction of hours.....	....	....	....	....	....	....	....	....
797	1	Reduction of hours.....	....	20	....	....	....	....	....	....
798	1	Reduction of hours.....	....	7	....	....	....	....	....	....
963	1	Employment of non-union men.....	$\frac{1}{2}$	10	....	....	....	....	....	....
1018	1	Increase of wages.....	$\frac{1}{2}$	30	....	30	....	....	....	....
1021	1	Increase of wages.....	2	150	75	20	....	1	....	....
1022	1	Objectionable foreman.....	1	60	40	....	....	1	....	....
1089	1	Objectionable rules.....	1	25	....	....	....	....	....	....
1108	1	Non-payment of wages.....	1	20	....	....	....	....	....	....
1360	1	Objectionable employes.....	....	18	....	....	....	....	....	....
1601	1	Deficient board.....	1	125	....	....	....	....	....	....
1861	1	Change of pay-day.....	2	200	....	....	....	....	....	....
1955	1	Employment of non-union men.....	1	100	....	....	....	1	....	....
1992	13	Reduction of hours.....	15	670	9	....	....	1	....	....
1993	1	Non-payment of wages.....	6	80	....	....	....	....	....	....
1994	1	Non-payment of wages.....	14	800	....	....	....	....	....	....
1995d	14	Refusal to recognize union rules.....	....	400	....	400	....	1	....	....
1996	1	Increase of wages.....	....	10	....	....	....	....	....	....
2050	1	Increase of hours.....	....	10	....	....	....	1	....	....
2054	1	Reduction of hours.....	15	8	....	....	....	....	....	....
2056	1	Reduction of hours.....	15	10	....	....	....	1	....	....
2058	1	Reduction of hours.....	15	....	....	....	....	1	....	....
2060	1	Reduction of hours.....	15	11	....	....	....	....	....	....
2176	1	To assist plumbers.....	....	....	....	....	....	....	....	....
2178	1	Increase of wages.....	....	....	....	....	....	....	....	....
	58	Totals.....	303 $\frac{1}{4}$	3,262	313	450	1	12	....	....
		LATHERS.								
1288	1	Rival organizations.....	....	....	....	....	....	....	....	....
1569	1	Rival organizations.....	1	25	....	....	....	1	....	....
2141	1	Employment of non-union men.....	....	....	....	....	....	....	....	....
2179	1	Employment of non-union men.....	....	....	....	....	....	....	....	....
2180	1	To assist hod carrier.....	....	....	....	....	....	....	....	....
2181	1	To assist marble workers.....	....	....	....	....	....	....	....	....
2182	1	To assist carpenters.....	....	....	....	....	....	....	....	....
	7	Totals.....	1	25	....	....	1	....	....	....

a Lock-out. b Five thousand additional persons were thrown out of employment.
union reports 500 men. f Report

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employes.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	\$555 00	.....	.....	1	.....	.....	.....	.....	.....	1	1846
.....	1	.....	.....	\$184,455 00	\$4,500 00	1	8	.....	.....	1	.....	1	7	1990
.....	\$35 00	.....	1	.....	.....	.....	1	.....	.....	.....	44		
.....	1	.....	.....	3,500 00	.....	1	.....	.....	1	.....	.....	.....	1	381
.....	630 00	.....	.....	1	.....	.....	.....	.....	.....	1	384		
.....	1	1	.....	.....	1	.....	.....	1	428		
.....	1	.....	.....	1	.....	.....	1	429		
.....	\$20,000 00	10,000 00	.....	1	.....	.....	.....	1	.....	.....	.....	778		
.....	1	.....	.....	.....	.....	.....	1	780		
.....	20 00	.....	.....	.....	1	.....	.....	1	.....	.....	1	788		
.....	1	.....	.....	1	.....	.....	1	792		
.....	375 00	200 00	.....	.....	1	.....	.....	.....	1	.....	1	797		
.....	798		
.....	18 25	.....	1	.....	.....	.....	.....	1	.....	.....	963		
.....	2,380 00	525 00	.....	.....	1	.....	.....	.....	.....	.....	1	1018		
.....	90 00	.....	.....	1	.....	.....	.....	.....	.....	1	1021		
.....	1	.....	.....	.....	.....	.....	1	1022		
.....	500 00	.....	1	.....	.....	.....	.....	1	.....	1	1089		
.....	1	.....	.....	.....	.....	.....	1	1108		
.....	600 00	.....	1	.....	.....	.....	1	.....	.....	1	1360		
.....	1	.....	.....	.....	.....	.....	1	1601		
.....	1	.....	.....	.....	.....	.....	1	1861		
.....	168 00	.....	1	.....	.....	.....	.....	1	.....	.....	1955		
.....	\$1,223 75	\$4,000 00	.....	1	7	6	.....	.....	7	.....	6	1992		
.....	1	.....	.....	.....	1993		
.....	1	.....	.....	.....	1	.....	.....	.....	1994		
.....	25,000 00	3,000 00	.....	.....	14	.....	.....	.....	.....	14	1995		
.....	1	.....	.....	.....	.....	1	1996		
.....	1	.....	.....	.....	.....	1	2050		
.....	210 00	.....	.....	.....	1	.....	.....	.....	.....	1	2054		
.....	262 50	.....	1	.....	.....	.....	.....	1	.....	.....	2056		
.....	1	.....	.....	.....	.....	1	2058		
.....	1	.....	.....	.....	.....	1	2060		
.....	1	.....	.....	.....	.....	1	.....	.....	2176		
.....	1	.....	.....	.....	.....	1	.....	.....	2178		
.....	1	.....	\$22,775 00	\$42,962 50	\$7,000 00	12	9	37	.....	.....	1	6	14	37
.....		
.....	1	.....	\$100 00	\$90 00	.....	1	.....	1	.....	.....	.....	1	.....	1
.....	1	.....	.....	.....	.....	1	1288		
.....	1569		
.....	1	2141		
.....	1	.....	.....	.....	.....	.....	.....	.....	2179		
.....	1	.....	.....	.....	.....	1	.....	.....	2180		
.....	1	.....	.....	.....	.....	1	.....	.....	2181		
.....	1	.....	.....	.....	.....	1	.....	.....	2182		
.....	1	.....	\$100 00	\$90 00	.....	5	.....	2	.....	.....	5	.....	2	.....	

^c All in one mill.
of five firms; union reports \$11,250.

^d Only union report.

^e Report of six firms;

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		LEATHER WORKERS.								
179	1	Increase of wages.....	30	43	8	3	.....	1	.....	.....
575	1	Abolishing piece-work .....	.....	6	10	3	.....	1	.....	.....
590	1	Discharge of a union man..	.....	12	48	12	.....	1	.....	.....
	3	Totals.....	30	61	66	15	.....	2	.....	.....
1998	1	LINEMEN (ELECTRIC LIGHT). Refusal to recognize union rules.....	1½	.....	.....	.....	.....	.....	.....	.....
1096	1	LITHOGRAPHERS. Desired advance wages	1	5	.....	.....	.....	1	.....	.....
758	1	LOCKSMITHS. Reduction of hours.....	.....	8	10	8	.....	1	.....	.....
1429	1	Rival organizations .....	.....	6	.....	6	.....	1	.....	.....
	2	Totals.....	.....	14	10	14	.....	2	.....	.....
35	1	LONGSHOREMEN. Refusal to handle boycotted freight	28	150	.....	75	.....	1	.....	.....
46	1	Refusal to handle boycotted freight	38	.....	.....	.....	.....	.....	.....	.....
47	1	Refusal to handle boycotted freight	26	150	.....	.....	.....	1	.....	.....
50	1	Refusal to handle boycotted freight	37	425	.....	300	1	.....	.....	.....
51	1	Refusal to handle boycotted freight	25	.....	.....	.....	.....	.....	.....	.....
52	1	Increase of wages.....	9	93	.....	93	.....	1	.....	.....
54	1	Refusal to handle boycotted coal.....	31	194	6	125	.....	1	.....	.....
57	1	Refusal to handle boycotted coal.....	37	242	7	.....	.....	1	.....	.....
58	1	Refusal to handle boycotted coal and freight.....	45	150	1	.....	.....	.....	.....	.....
59	1	Refusal to handle boycotted coal.....	32	72	.....	15	.....	1	.....	.....
62	1	Refusal to handle boycotted freight	37	50	.....	.....	.....	1	.....	.....
63	1	Refusal to handle boycotted coal.....	.....	.....	.....	.....	.....	1	.....	.....
65	1	Refusal to handle boycotted freight	49	200	50	150	1	.....	.....	Pending.
66	1	Refusal to handle boycotted freight	17	170	10	170	.....	1	.....	.....
68	1	Refusal to handle boycotted coal.....	25	75	.....	75	.....	.....	.....	.....
70	1	Refusal to handle boycotted freight	53	50	.....	.....	1	.....	.....	Pending.
71	1	Refusal to handle boycotted freight	26	150	.....	.....	.....	.....	.....	.....
72	1	Refusal to handle boycotted freight	24	300	.....	100	.....	.....	.....	.....
73	1	Refusal to handle boycotted freight	17	66	26	66	.....	1	.....	.....
75	1	Refusal to handle boycotted coal.....	1	40	10	.....	.....	1	.....	.....
76	1	Refusal to handle boycotted coal.....	18	90	10	8	.....	1	.....	.....

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		LONGSHOREMEN - (Continued)								
78	1	Refusal to handle boycotted freight	17	150	....	150	....	1	....	.....
79	1	Refusal to handle boycotted freight	44	150	....	4	....	1	....	.....
80	1	Refusal to handle boycotted freight	38	2	....	....	....	....	....	.....
82	1	Refusal to handle boycotted freight	$\frac{1}{2}$	....	....	....	....	1	....	.....
95	1	Refusal to handle boycotted freight	18	200	....	....	....	....	....	.....
100	1	Refusal to handle boycotted freight	11	40	....	....	....	....	....	.....
101	1	Refusal to handle boycotted coal	.....	300	....	200	....	1	....	.....
107	1	Refusal to handle boycotted freight	.....	350	20	100	1	....	....	Pending.
160	1	Reduction of wages	26	40	....	....	1	....	....	.....
181	1	Increase of wages	.....	....	....	....	....	1	....	.....
183	1	Refusal to handle boycotted coal	17	....	....	....	1	....	....	.....
184	1	Refusal to handle boycotted coal	18	60	....	....	....	....	....	.....
188	1	Refusal to handle boycotted freight and coal	15	10	....	....	....	1	....	.....
191	1	Refusal to handle boycotted coal	21	....	....	....	....	1	....	.....
192	1	Refusal to handle boycotted coal and freight	20	25	....	....	1	....	....	.....
193	1	Refusal to handle boycotted coal and freight	12	50	....	....	....	....	....	.....
195	1	Refusal to handle boycotted coal and freight	12	....	....	....	....	....	....	.....
196	1	Refusal to handle boycotted coal and freight	16	150	....	....	....	....	....	.....
197	1	Refusal to handle boycotted coal	.....	125	....	....	1	....	....	Pending.
199	1	Refusal to handle boycotted coal and freight	8	200	....	....	....	....	....	.....
201	1	Refusal to handle boycotted coal	29	100	....	....	....	1	....	.....
202	1	Refusal to handle boycotted coal	20	30	....	....	....	1	....	.....
205	1	Refusal to handle boycotted coal and freight	23	40	....	....	....	....	....	.....
206	1	Refusal to handle boycotted coal and freight	13	30	....	....	....	1	....	.....
207	1	Refusal to handle boycotted coal and freight	15	30	....	....	....	1	....	.....
208	1	Refusal to handle boycotted coal and freight	18	40	....	....	....	1	....	.....
209	1	Refusal to handle boycotted coal and freight	12	....	....	....	1	....	....	Pending.
210	1	Refusal to handle boycotted coal and freight	18	25	....	....	....	1	....	.....
211	1	Refusal to handle boycotted coal and freight	.....	12	8	2	....	1	....	.....
212	1	Refusal to handle boycotted coal and freight	.....	60	....	....	....	....	....	.....
213	1	Refusal to handle boycotted coal	36	32	11	....	....	1	....	.....
214	1	Increase of wages	16	87	23	35	....	1	....	.....

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		LONGSHOREMEN—(Continued)								
219	1	Refusal to handle boycotted coal	.....	50	.....	.....	.....	.....	.....	.....
220	1	Refusal to handle boycotted coal	.....	.....	.....	.....	.....	.....	.....	.....
221	1	Refusal to handle boycotted coal	.....	.....	.....	.....	.....	.....	.....	.....
222	1	Refusal to handle boycotted coal and freight	.....	.....	.....	.....	.....	.....	.....	.....
226	1	Refusal to handle boycotted coal and freight	17	5	.....	.....	.....	1	.....	.....
227	1	Refusal to handle boycotted coal and freight	.....	.....	.....	.....	.....	.....	.....	.....
228	1	Refusal to handle boycotted coal and freight	14	20	.....	.....	.....	.....	.....	.....
229	1	Refusal to handle boycotted coal and freight	15	27	3	.....	.....	1	.....	.....
231	1	Refusal to handle boycotted coal	38	12	1	.....	.....	.....	.....	.....
232	1	Refusal to handle boycotted coal and freight	18	56	4	20	1	.....	.....	Pending.
233	1	Increase of wages	17	6	.....	6	.....	1	.....	.....
235	1	Refusal to handle boycotted coal	13	150	.....	.....	.....	.....	.....	.....
236	1	Refusal to handle boycotted coal	38	.....	.....	.....	.....	.....	.....	.....
238	1	Refusal to handle boycotted coal	18	33	.....	.....	.....	.....	.....	.....
239	1	Refusal to handle boycotted coal	19	200	100	200	.....	.....	.....	.....
242	1	Refusal to handle boycotted coal	17	65	.....	.....	.....	1	.....	.....
243	1	Refusal to handle boycotted coal	21	10	.....	.....	1	.....	.....	.....
244	1	Refusal to handle boycotted coal	13	40	.....	.....	.....	1	.....	.....
245	1	Refusal to handle boycotted coal	17	100	.....	100	.....	1	.....	.....
246	1	Refusal to handle boycotted coal	17	20	11	.....	.....	1	.....	.....
247	1	Refusal to handle boycotted coal	18	46	4	.....	.....	1	.....	.....
248	1	Refusal to handle boycotted coal	12	10	.....	.....	.....	.....	.....	.....
249	1	Refusal to handle boycotted coal and freight	15	15	.....	.....	.....	.....	.....	.....
250	1	Refusal to handle boycotted coal and freight	15	30	.....	.....	.....	1	.....	.....
251	1	Refusal to handle boycotted coal and freight	17	30	.....	.....	.....	1	.....	.....
253	1	Refusal to handle boycotted coal and freight	14	25	.....	.....	.....	.....	.....	.....
255	1	Refusal to handle boycotted coal and freight	24	.....	.....	.....	.....	1	.....	.....
256	1	Refusal to handle boycotted coal and freight	51	500	.....	.....	1	.....	.....	Pending.
1015	1	Increase of wages	3	.....	.....	.....	.....	.....	.....	.....
1016	1	Increase of wages	1	.....	.....	.....	.....	.....	.....	.....
1017	1	Refusal to handle boycotted coal and freight	.....	.....	.....	.....	.....	.....	.....	.....
1173	1	Increase of wages	1	30	5	30	.....	1	.....	.....
1195	1	Increase of wages	5	200	.....	.....	.....	1	.....	.....

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from cause of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	Number of blank.
.....	1	.....	.....	.....	.....	.....	1	219
.....	\$1,000 00	\$75 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	220
.....	1,300 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	221
.....	1	.....	.....	.....	.....	.....	1	222
.....	170 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	226
.....	1	.....	.....	.....	.....	.....	1	227
.....	1,300 00	1,200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	228
.....	500 00	300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	229
.....	864 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	231
.....	700 00	600 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	232
.....	700 00	510 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	233
.....	250 00	500 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	235
.....	150 00	75 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	236
.....	1,100 00	1,188 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	238
.....	27,000 00	10,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	239
.....	3,591 25	.....	.....	.....	1	.....	.....	.....	.....	.....	1	242
.....	1	.....	.....	450 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	243
.....	2,900 00	1,300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	244
.....	4,000 00	2,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	245
.....	300 00	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	246
.....	1,500 00	3,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	247
.....	240 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	248
.....	250 00	50 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	249
.....	1,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	250
.....	450 00	1,080 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	251
.....	250 00	500 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	253
.....	3,074 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	255
.....	10,000 00	9,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	256
.....	1	.....	.....	.....	.....	.....	1	1015
.....	1016
.....	2,700 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1017
.....	600 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1173
.....	1	.....	.....	.....	.....	.....	1	1195

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		LONGSHOREMEN—(Continued)								
1204	1	Refusal to handle boycotted coal and freight.....	.....	200	.....	200	....	1	.....	.....
1205	1	Refusal to handle boycotted coal and freight.....	23	75	.....	75	1	.....	.....	.....
88		Totals.....	1,559½	6,991	310	2,299	13	43	.....	.....
		LUMBER HANDLERS.								
265	1	Increase of wages.....	130	25	10	25	1	.....	.....	Pending.
287	1	To assist longshoremen....	13	150	.....	.....	1	.....	.....	.....
1110	1	Increase of wages.....	3	5	3	.....	1	.....	.....	.....
1428	1	Discharge of an employe....	.....	12	.....	12	1	.....	.....	.....
4		Totals.....	146	192	13	37	1	3	.....	.....
		MACHINISTS.								
32	1	Refusal to recog'ze Knights of Labor.....	8	8	.....	.....	.....	.....	.....	.....
928	1	Increase of wages.....	8	11	17	11	.....	.....	.....	.....
1078	1	Saturday half-holiday.....	2	40	30	.....	1	.....	.....	.....
1420	1	Double pay for Sat'day aft'n	2	15	.....	15	1	.....	.....	.....
1421	1	Increase of wages.....	½	33	.....	.....	1	.....	.....	.....
1681	1	Non-payment of wages.....	.....	100	.....	.....	.....	.....	.....	.....
1810	1	Reduction of hours.....	14	2	.....	2	1	.....	.....	.....
1850	1	Increase of wages.....	52	10	.....	10	1	.....	.....	.....
1091	1	Refusal to handle boycotted patterns.....	39	350	300	250	1	.....	.....	.....
9		Totals.....	125½	569	347	288	.....	6	.....	.....
		MALTSTERS.								
4	1	Rec'gnit'n of walk'g deleg'e	7	25	2	.....	.....	.....	.....	.....
725*	1	Increase of wages.....	.....	15	.....	.....	.....	1	.....	.....
2		Totals.....	7	40	2	.....	.....	1	.....	.....
		MARBLE WORKERS.								
332	2	To assist plumbers.....	16	26	.....	.....	.....	2	.....	.....
1469	1	Refusal to recognize rules of Knights of Labor.....	.....	.....	.....	.....	1	.....	.....	.....
1468½	1	Reduction of hours.....	4	5	.....	5	1	.....	.....	.....
1824	1	Refusal to recognize union rules.....	5	.....	.....	.....	.....	.....	.....	.....
2038	1	To assist plumbers.....	.....	9	.....	.....	.....	.....	.....	.....
2183	1	Employment of non-union men.....	.....	.....	.....	.....	.....	.....	.....	.....
7		Totals.....	25	40	.....	5	2	2	.....	.....
		MESSENGERS.								
29	1	Increase of wages.....	1	6	16	2	.....	.....	.....	.....
31	1	Increase of wages.....	1	50	10	.....	.....	.....	.....	.....
171	1	Obnoxious rules and fines.	1	30	40	.....	.....	.....	.....	.....
173	1	Increase of wages.....	1	14	4	.....	.....	.....	.....	.....
177	1	Increase of wages.....	1	19	4	10	.....	.....	.....	.....
280	1	Obnoxious fines.....	1	20	20	.....	.....	.....	.....	.....
1197	1	Obnoxious fines, etc.....	1	35	.....	30	.....	.....	.....	.....
1197½	1	Increase of wages.....	.....	32	.....	10	.....	.....	.....	.....
8		Totals.....	7	206	94	52	.....	.....	.....	.....

* Threatened strike.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	1	1204	
....	1	....	\$8,000 00	\$5,175 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1205
1	5	....	\$412,349 00	\$402,877 90	.....	1	1	86	.....	.....	2	.....	.....	86	.....
.....	\$400 00	.....	.....	1	.....	.....	.....	.....	.....	1	265	
.....	\$1,000 00	\$4,000 00	.....	.....	1	1	.....	.....	.....	.....	.....	1	287	
.....	25 00	.....	.....	1	.....	.....	1	.....	.....	.....	.....	1110	
.....	1,400 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1428	
.....	\$1,000 00	\$5,425 00	\$400 00	....	1	3	.....	.....	1	.....	.....	3	.....
.....	
.....	\$600 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	32	
.....	550 00	\$225 00	.....	.....	1	.....	.....	.....	.....	.....	.....	928	
.....	80 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1078	
.....	19 30	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1420	
.....	\$500 00	20 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1421	
.....	1	.....	.....	.....	.....	.....	1	1681	
.....	20 00	.....	.....	1	.....	.....	.....	.....	.....	1	1810	
.....	100 00	30 00	.....	.....	1	.....	.....	.....	.....	.....	1	1850	
.....	18,750 00	1,300 00	.....	.....	1	.....	.....	.....	.....	.....	1	1091	
.....	\$500 00	\$20,119 30	\$1,575 00	1	1	7	.....	.....	.....	2	.....	7	.....
.....	
.....	\$500 00	\$185 00	.....	.....	1	.....	.....	1	.....	.....	1	4	
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	725	
.....	\$500 00	\$185 00	1	.....	1	.....	.....	1	.....	.....	1	.....
.....	
.....	\$1,296 00	\$168 00	2	.....	.....	.....	.....	.....	2	.....	.....	332	
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1469
.....	1	.....	\$250 00	46 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1468½
.....	1	.....	.....	.....	.....	.....	1	1824	
.....	1	.....	.....	.....	.....	.....	1	2038	
.....	1	.....	.....	.....	.....	.....	1	.....	.....	2183	
.....	2	.....	\$250 00	\$1,342 00	\$168 00	3	.....	4	.....	.....	.....	3	.....	4	.....
.....	1	.....	.....	.....	.....	.....	1	29	
.....	\$3 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	31	
.....	25 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	171	
.....	1	.....	.....	.....	.....	.....	.....	.....	173	
.....	\$22 50	9 50	.....	.....	.....	1	.....	.....	1	.....	.....	1	177	
.....	1	.....	.....	.....	.....	.....	1	280	
.....	11 25	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1197	
.....	1	.....	.....	.....	.....	.....	1	1197½	
.....	\$22 50	\$49 25	.....	.....	1	7	.....	.....	1	.....	.....	7	.....

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		MUSICIANS.								
1600	1	Discharge K. of L. music'ns.	.....	....	....	....	1	....	....	Pending..
2002	1	Refusal to recognize union rules .....	.....	6	....	....	1	....	....	Pending..
2003	1	Refusal to recognize union rules .....	.....	....	....	....	1	....	....	Pending..
2004	1	Refusal to recognize union rules .....	.....	....	....	....	1	....	....	Pending..
	4	Totals.....	.....	6	....	....	4	....	....	.....
		NEWSBOYS.								
33	1	Increased price of papers..	1	40	....	....	1	....	....	.....
33½	1	Increased price of papers..	1	100	....	....	1	....	....	.....
	2		2	140	....	....	2	....	....	.....
		NEWSPAPER MAILERS, FOLD- ERS, ETC.								
1737	1	Increase of wages .....	.....	55	....	....	....	....	....	.....
		OIL CLOTH WORKERS.								
1747	1	Obnoxious fines	1	25	35	25	....	1	....	.....
		OIL REFINERS.								
121	1	To assist coal handlers.....	10	65	....	....	....	1	....	.....
122	1	To assist coal handlers.....	14	437	71	....	....	1	....	.....
282	1	To assist coal handlers.....	5	41	....	41	....	1	....	.....
1665	1	To assist coal handlers.....	10	95	....	....	....	1	....	.....
	4	Totals.....	39	638	71	41	....	3	....	.....
		PAINTERS.								
273	1	Employment of non-union men	1	2	....	....	....	1	....	.....
741	1	Reduction of wages .....	....	20	....	15	1	....	....	Pending..
956	1	Recognition of K. of L. ....	....	3	....	....	1	....	....	.....
1020	1	Employment of non-union men .....	....	2	....	....	....	....	....	.....
1180	1	Employment of non-union men .....	....	2	....	....	....	....	....	.....
1208	1	Increase of wages.....	2	18	....	....	1	....	....	.....
1465	1	Equalization of wages .....	....	60	6	....	1	....	....	.....
1471	1	To assist marble cutters and carpenters.....	1	6	....	6	1	....	....	6 days...
1636	1	Refusal to recognize K. of L.	2	3	....	....	....	1	....	.....
1637	1	Discharge of a union man..	1	8	....	....	....	1	....	.....
1638	1	Increase of wages	4	23	....	....	1	....	....	4 days...
1639	1	Employment of non-union men	1	15	....	....	....	1	....	.....
1640	1	Increase of wages and reduction of hours....	4	9	....	....	....	1	....	.....
1641	1	Employment of non-union men	1	1	5	....	1	....	....	Pending..
1642	1	To assist plumbers	28	5	....	5	....	1	....	.....
1643	1	Employment of non-union men	1	53	....	....	....	1	....	.....
1644	1	Reduction of wages	2	21	....	....	1	....	....	2 days...
1645	1	Refusal to recognize union rules	1	30	10	....	1	....	....	2 days....
1646	1	Increase of wages	180	22	....	....	1	....	....	1 day
1647	1	Refusal to recognize union rules	97	10	....	10	1	....	....	7 months.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
.....	1	.....	.....	.....	.....	.....	1	1600
.....	1	.....	.....	.....	.....	.....	1	2002
.....	1	.....	.....	.....	.....	.....	1	2003
.....	1	.....	.....	.....	.....	.....	1	2004
.....	4	.....	.....	.....	.....	.....	4	.....
.....	1	.....	.....	.....	.....	.....	.....	.....	33
.....	1	.....	.....	1	.....	.....	.....	.....	33½
.....	2	.....	.....	2	.....	.....	.....	.....	.....
.....	1	.....	.....	.....	.....	.....	.....	1737
.....	\$14,000 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1747
.....	1	.....	.....	.....	.....	.....	.....	.....
.....	\$3,000 00	\$7,932 31	.....	.....	.....	1	.....	.....	.....	.....	.....	1	121
.....	410 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	122
.....	1,900 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	282
.....	1	.....	.....	.....	.....	.....	1	1665
.....	\$3,000 00	\$10,242 31	.....	.....	.....	4	.....	.....	.....	.....	.....	4	.....
.....
.....	1	.....	.....	.....	.....	.....	.....	.....	.....
1	1	.....	.....	.....	1	.....	.....	1	273
.....	1	.....	.....	.....	1	.....	.....	.....	741
.....	956
.....	1	.....	.....	.....	.....	.....	1	1020
.....	1	.....	.....	.....	.....	.....	.....	.....
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1180
.....	1	.....	.....	.....	.....	\$90 00	.....	1	.....	.....	.....	.....	.....	1	1208
.....	\$3,000 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1465
.....
.....	1	.....	.....	24 00	70 00	.....	.....	1	.....	.....	.....	.....	.....	1	1471
.....	21 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1636
.....	28 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1637
1	252 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1638
.....	1	.....	.....	.....	.....	.....	.....	.....	1639
.....	90 00	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	1640
.....	\$200 00	200 00	226 00	.....	.....	1	.....	.....	.....	.....	.....	1	1641
.....	420 00	285 00	.....	.....	1	.....	.....	.....	.....	.....	1	1642
.....	1	.....	.....	.....	.....	.....	.....	.....	1643
1	147 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1644
.....
1	105 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1645
1	1	.....	.....	.....	1	.....	.....	.....	1646
1	210 00	95 00	1	.....	.....	.....	.....	1	.....	.....	.....	1647

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		PAINTERS — (Continued).								
1648	1	Refusal to recognize union rules	42	6	29		1			Pending.
1649	1	Increase of wages		7	3	3	1			Pending..
1650	1	Increase of wages	2	10				1		
1651	1	Employment of non-union men	5	4			1			5 days....
1667	1	Recognition of K. of L.	1	9				1		
1668	1	Recognition of K. of L.	1	15				1		
1669	1	Employment of non-union men	1	8						
1674	1	Recognition of K. of L.	$\frac{1}{2}$	15				1		
1675	1	Reduction of hours		14						
1676	1	Uniform wages all the year.	3	24				1		
1678	1	Reduction of hours	4	26	14			1		
1719	1	Reduction of hours	6	13	1	1		1		
1739	1	Employment of non-union men	4	40			1			4 days....
1740	1	To assist fresco painters...	3	16				1		
1745	1	Reduction of wages	2	6			1			2 days....
1746	1	Increase of wages	5	10				1		
1789	1	Increase of wages and union rules	1	7				1		
1790	1	Refusal to recognize union rules	$\frac{1}{2}$	12		12		1		
1790 $\frac{1}{2}$	1	Increase of wages and reduction of hours	2	10			1			2 days....
1812	1	Increase of wages and reduction of hours	1	25						
1813	1	Increase of wages	4	7				1		
1814	1	Increase of wages	14	11			1			14 days...
1815	1	Increase of wages	14	9			1			14 days...
1816	1	Increase of wages	2	16		7				
1817	*1	Employment of non-union men					1			23 days...
1849	1	Non-fulfillment of agree- ment	7	40			1			7 days....
1957	1	To assist carpenters	$\frac{1}{2}$	5				1		
1970	1	To assist marble cutters...	10	5		5				
1971	1	To assist marble cutters...	4	6				1		
2041	1	To assist plumbers		6						
2185	1	To assist carpenters								
2187	1	Employment of non-union men								
2188	1	To assist carpenters								
2189	1	Employment of non-union roofers								
54		Totals	465 $\frac{1}{2}$	695	70	64	21	22		
		PAPER BAG MAKERS.								
374	1	Increase of wages		63	8	50	1			Pending.
		PAPER BOX MAKERS.								
178	1	To assist knitting mill operatives		20	25		1			Pending.
		PAPER HANGERS.								
1997	1	To assist marble workers..	5	10		10		1		

* Boycott only.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOYCOTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
748	1	PAPER MAKERS (STRAW). Increase of wages	12	9	7	3	....	1	....	....
		PAPER RULERS.								
2076	1	Increase of wages	26	5	145	....	....	1	....	....
2078	1	Increase of wages	6	5	....	....	....	1	....	....
2080	1	Increase of wages	1	3	....	....	....	1	....	....
2083	1	Increase of wages	4	4	....	....	....	1	....	....
2084	1	Increase of wages	½	1	2	....	....	1	....	....
2085	1	Discharge of a union man..	9	9	....	9	....	1	....	....
2086	1	Increase of wages	12	4	....	....	....	1	....	....
2087	1	Increase of wages	3	6	....	....	....	1	....	....
2088	1	Increase of wages	3	1	....	....	....	1	....	....
2089	1	Increase of wages	3	5	....	....	....	1	....	....
2090	1	Increase of wages	12	4	....	....	....	1	....	....
2091	1	Increase of wages	10	4	....	....	....	1	....	....
2092	1	Increase of wages	5	4	....	....	....	1	....	....
2093	1	Increase of wages	10	2	....	....	....	1	....	....
2094	1	Increase of wages	6	5	....	....	....	1	....	....
2095	1	Increase of wages	3	1	....	....	....	1	....	....
2098	1	Obnoxious rules	4	4	....	....	....	1	....	....
2101	1	Increase of wages	10	5	55	....	....	1	....	....
2102	1	Increase of wages * .....	....	2	23	....	....	1	....	....
2103	1	Increase of wages * .....	....	8	200	....	....	1	....	....
2104	1	Increase of wages	5	3	21	....	....	1	....	....
2105	1	Increase of wages	6	8	34	....	....	1	....	....
2106	1	Increase of wages * .....	....	2	8	....	....	1	....	....
2107	1	Increase of wages	3	7	33	....	....	1	....	....
2108	1	Increase of wages * .....	....	2	16	....	....	1	....	....
2109	1	Increase of wages	3	2	6	....	....	1	....	....
2110	1	Increase of wages	9	3	18	....	....	1	....	....
2111	1	Increase of wages	10	2	8	....	....	1	....	....
2112	1	Increase of wages .....	....	5	....	15	....	1	....	....
2113	1	Increase of wages	5	3	....	....	....	1	....	....
2114	1	Increase of wages * .....	....	4	8	....	....	1	....	....
2115	1	Increase of wages * .....	....	10	35	....	....	1	....	....
2116	1	Increase of wages	2	2	17	....	....	1	....	....
2147	1	Increase of wages	12	81	69	....	....	1	....	....
2149	1	Employment of non-union men* .....	....	6	....	....	....	1	....	....
2150	1	Increase of wages * .....	....	6	44	....	....	1	....	....
2151	1	Obnoxious rules	3	1	....	....	....	1	....	....
2152	1	Increase of wages * .....	....	2	7	....	....	1	....	....
2153	1	Increase of wages	12	6	144	....	....	1	....	....
2166	1	Increase of wages	3	15	....	....	....	1	....	....
2172	1	Increase of wages	10	1	....	....	....	1	....	....
2173	1	Increase of wages	1½	3	....	....	....	1	....	....
2174	1	Grades of work	2	3	....	....	....	1	....	....
43		Totals.....	204½	259	893	16	....	40	....	....
		PATTERN MAKERS.								
1607	1	Increase of wages.....	35	12	....	....	....	1	....	....
		PAVERS.								
766	1	Increase of wages.....	....	5	30	5	....	1	....	....
772	1	Increase of wages.....	18	18	....	....	....	1	....	....
2190	1	To assist carpenters.....	....	....	....	....	....	1	....	....
2191	1	To assist lathers .....	....	....	....	....	....	1	....	....
4		Totals.....	18	23	30	5	....	1	....	....

* Threatened strike.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
.....	\$500 00	\$250 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	748
.....	\$1,000 00	\$325 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2076
.....	180 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2078
.....	100 00	7 50	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2080
.....	150 00	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2083
.....	350 00	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2084
.....	220 00	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1	2085
.....	1,000 00	56 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2086
.....	12 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2087
.....	100 00	45 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2088
.....	200 00	212 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2089
.....	750 00	100 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2090
.....	64 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2091
.....	37 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2092
.....	1,000 00	99 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2093
.....	7 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2094
.....	200 00	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2095
.....	550 00	175 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2098
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2101
.....	45 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2102
.....	350 00	144 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2103
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2104
.....	52 50	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2105
.....	100 00	15 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2106
.....	250 00	67 50	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2107
.....	125 00	50 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2108
.....	200 00	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2109
.....	200 00	37 50	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2110
.....	300 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2111
.....	10 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2112
.....	300 00	700 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2113
.....	1	.....	.....	.....	1	.....	.....	.....	2114
.....	1	.....	.....	.....	1	.....	.....	.....	2115
.....	1	.....	.....	.....	1	.....	.....	.....	2116
.....	1	.....	.....	.....	.....	.....	1	2147
.....	1	.....	.....	.....	.....	.....	.....	2149
.....	9 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2150
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2151
.....	180 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2152
.....	2,000 00	112 50	.....	.....	1	.....	.....	.....	1	.....	.....	.....	2153
.....	75 00	25 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2166
.....	12 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2172
.....	300 00	19 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	2173
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2174
.....	\$9,820 00	\$2,878 50	.....	33	6	4	.....	.....	13	26	.....	4	.....
.....	\$1,100 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1607
.....	\$200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	766
.....	1,458 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	772
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2190
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2191
.....	\$1,658 00	.....	3	.....	1	.....	.....	1	2	.....	1	.....

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
1596*	1	PEDDLERS.								
		Refusal to handle boycotted		25			1			Pending.
1597*	1	material.....		25			1			Pending.
		To assist suspender makers								
	2	Totals.....		50			2			
		PHOTO-ENGRAVING.								
24	1	Increase of wages.....	7	30		10				
		PIANO MAKERS.								
262†	1	Reduction of hours.....	16	125	25			1		
739	1	Increase of wages.....	6	10						
1172	1	Increase of wages.....	6	10						
1984	1	Reduction of wages.....	½	40						
2097	1	Increase of wages.....	5	10						
	5	Totals.....	27½	185	25			1		
		PLASTERERS.								
2042	1	To assist plumbers.....		5						
2143	1	Non-payment of wages.....		10						
2144	1	To assist marble workers..								
	3	Totals.....		15						
		PLUMBERS.								
2	1	Non-payment of wages....	3	10				1		
15	1	Refusal to recognize union								
		rules.....		36	4					
39	1	Refusal to recognize union								
		rules.....		30		25	1			Pending.
346	1	Refusal to recognize union								
		rules.....	4	1	13			1		
347	1	Refusal to recognize union								
		rules.....	6							
801	83	Union rules as to appren-								
		tices.....	130	881	96	239	39	24		‡
877	1	Union rules as to appren-								
		tices.....		19	3		1			
1098	1	Conflict with rival organi-								
		zation.....								
1608	1	Employment of non-union								
		men.....								
1633	1	To assist carpenters.....	12	6		6	1			2 weeks..
1634	1	To assist house-smiths....	11	4			1			10 days..
1635	1	To assist electric wire men	2	30			1			2 days..
1714	1	Employment of non-union								
		men.....	¼	6	6			1		
1724	1	Employment of non-union								
		men.....	18	15						
1751	1	Obnoxious rules.....	12	25			1			2 weeks..
1859	1	Non-payment of wages....	6	8				1		
1868	1	To assist carpenters and								
		tile layers.....	2	13				1		
1877	1	To assist painters.....	6	10		10				
1881	1	To assist tile layers.....	½	1		1				
1968	1	To assist marble cutters....	10	6		6		1		
1972	1	To assist marble cutters....	4	2				1		
2005	1	Refusal to recognize union								
		rules.....	4	10						

* Boycott only.

† Threatened strike.

‡ Twenty-five pending;

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1596	
.....	1597	
.....	
.....	\$500 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	24	
.....	\$3,000 00	\$6,000 00	\$320 00	1	.....	.....	.....	.....	1	.....	.....	.....	262	
.....	1	1	.....	.....	.....	1	.....	.....	.....	739	
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1172	
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1984	
.....	\$3,000 00	\$6,000 00	\$320 00	4	1	.....	.....	.....	1	4	.....	.....	2097	
.....	
.....	1	.....	1	.....	.....	.....	.....	.....	1	2042	
.....	1	.....	.....	.....	.....	1	.....	.....	.....	2143	
.....	2	.....	1	.....	.....	2	.....	.....	1	2144	
.....	\$105 00	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	2	
.....	\$2,500 00	1,500 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	15	
.....	10,395 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	39	
.....	14 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	346	
.....	1	.....	.....	.....	.....	.....	1	347	
13	1	.....	75,400 00	236,041 00	\$99,036 71	5	2	76	.....	.....	2	5	.....	76	801
1	5,300 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	.....	877	
.....	1	.....	.....	.....	.....	.....	1	1098	
.....	1	.....	.....	252 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1608
1	140 00	.....	1	.....	.....	.....	.....	.....	1	.....	1	1633	
1	210 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1634	
.....	1635	
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1714	
1	1,050 00	452 00	1	.....	1	.....	.....	.....	.....	.....	1	1724	
.....	168 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1751	
.....	91 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1868	
.....	35 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1877	
.....	189 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1881	
.....	28 00	.....	1	.....	.....	.....	.....	.....	1	.....	1	1968	
.....	1972	
.....	1	.....	.....	.....	.....	.....	1	.....	.....	2005	

one 7 months; two 4 months; two 3 months; one 2 months.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		PLUMBERS—(Continued).								
2192	1	To assist carpenters.....	.....	.....	.....	.....	.....	.....	.....	.....
2193	1	To assist carpenters.....	.....	.....	.....	.....	.....	.....	.....	.....
2194	1	To assist lathers.....	.....	.....	.....	.....	.....	.....	.....	.....
2195	1	To assist marble workers.....	.....	.....	.....	.....	.....	.....	.....	.....
2196	1	To assist hod carriers.....	.....	.....	.....	.....	.....	.....	.....	.....
	109	Totals.....	100%	1,113	122	287	45	32	.....	.....
		PRESS FEEDERS.								
271	1	Increase of wages.....	1	12	.....	11	.....	1	.....	.....
285	1	Increase of wages.....	$\frac{1}{2}$	6	.....	6	.....	.....	.....	.....
1166	1	Reduction of wages.....	1	17	3	5	.....	1	.....	.....
1171	1	Increase of wages.....	1	7	.....	.....	.....	1	.....	.....
1194	1	Increase of wages.....	3	10	.....	.....	.....	.....	.....	.....
1372	1	Increase of wages.....	.....	17	3	17	.....	.....	.....	.....
1496	1	Increase of wages.....	1	14	.....	.....	.....	1	.....	.....
1855	1	To assist book and job com- positors.....	.....	6	.....	2	.....	1	.....	.....
1870	1	Refusal to handle scab work.....	7	7	.....	5	.....	1	.....	.....
1871	1	To assist book and job com- positors.....	8	16	.....	.....	.....	1	.....	.....
1882	1	To assist book and job com- positors.....	9	6	.....	2	.....	.....	.....	.....
1891	1	To assist book and job com- positors.....	7	12	.....	.....	.....	1	.....	.....
1892	1	To assist book and job com- positors.....	.....	16	.....	16	.....	1	.....	.....
1896	1	To assist book and job com- positors.....	15	13	.....	.....	.....	1	.....	.....
1897	1	To assist book and job com- positors.....	9	29	.....	.....	.....	1	.....	.....
1897	1	To assist book and job com- positors.....	9	21	.....	.....	.....	1	.....	.....
1898	1	To assist book and job com- positors.....	15	37	.....	.....	.....	1	.....	.....
	17	Totals.....	86%	246	6	64	.....	13	.....	.....
		PRESSMEN.								
40.	1	Increase of wages.....	1	7	10	7	.....	1	.....	.....
759	1	Discharge of union men .....	.....	11	23	11	1	.....	.....	.....
1855	1	To assist book and job com- positors.....	.....	1	.....	1	.....	1	.....	.....
1870	1	To assist book and job com- positors.....	7	13	31	5	.....	1	.....	.....
1871	1	To assist book and job com- positors.....	8	6	.....	.....	.....	1	.....	.....
1882	1	To assist book and job com- positors.....	10	4	.....	1	.....	.....	.....	.....
1891	1	To assist book and job com- positors.....	7	6	.....	.....	.....	1	.....	.....
1892	1	To assist book and job com- positors.....	.....	7	.....	7	.....	1	.....	.....
1896	1	To assist book and job com- positors.....	16	23	.....	.....	.....	1	.....	.....
1897	1	To assist book and job com- positors.....	16	21	.....	.....	.....	1	.....	.....

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from cause of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.	
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.		Abandoned.
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2192
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2193
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2194
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2195
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2196
17	2	....	\$83,200 00	\$250,218 00	\$99,488 71	20	3	86	.....	.....	.....	2	21	.....	86	
.....	\$18 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	271
.....	9 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	285
.....	\$34 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1166
.....	20 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1171
.....	45 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1194
.....	1	.....	.....	.....	.....	.....	.....	1	1372
.....	40 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	1496
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1855
.....	160 00	.....	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1870
.....	70 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1871
.....	228 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1871
.....	110 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1882
.....	120 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1891
.....	300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1892
.....	303 43	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1906
.....	394 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1897
.....	196 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1897
.....	1,443 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	.....	1898
.....	\$3,436 43	\$54 00	7	2	8	.....	.....	.....	2	7	.....	8	
.....	
.....	\$120 00	\$99 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	40
1	439 00	\$300 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	759
.....	46 66	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1855
.....	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1870
.....	126 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1871
.....	147 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1882
.....	120 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1891
.....	360 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1892
.....	1,188 32	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1896
.....	644 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1897

Table of Strikes, Lock-outs

Number of blank.	Number of establishment.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
1898	1	PRESSMEN — (Continued). To assist book and job com- positors	15	21	....	....	....	....	....	....
	11	Totals	80	120	64	32	1	8	....	....
1116	1	PRINTERS (COLOR AND BLACK) Refusal to recognize union rules .....	....	78	119	78	1	....	....	Pending .
589	1	PRINTERS—(COMPOSITORS). Refusal to use plates	227	5	....	....	1	....	....	8 months.
1209	1	Discrimination against piece hands	1	60	5	....	....	1	....	....
1214	1	Obnoxious rules	2	75	20	....	....	1	....	....
1220	1	Refusal to recognize union rules .....	....	16	1	10	....	1	....	....
1431	1	Non-payment of wages due the men .....	....	7	....	7	....	1	....	....
1494½	1	Discharge of foreman	1	12	....	....	....	1	....	....
1852	1	Increase of wages and union rules	21	36	24	24	....	1	....	....
1853	1	Increase of wages and union rules .....	....	30	....	....	....	1	....	....
1854	1	Increase of wages and union rules	18	23	15	12	....	1	....	....
1855	1	Increase of wages and union rules	13	28	25	27	....	1	....	....
1856	1	Increase of wages and union rules	5	8	3	....	....	1	....	....
1857	1	To unionize shop .....	....	4	5	4	1	....	....	Pending .
1879	1	Increase of wages and union rules	18	30	....	20	....	1	....	....
1880	1	Increase of wages and union rules	18	45	15	35	....	1	....	....
1882	1	Increase of wages and union rules .....	....	66	22	66	....	1	....	....
1883	1	Increase of wages and union rules .....	....	4	1	4	....	1	....	....
1884	1	Increase of wages and union rules	4	13	....	6	....	1	....	....
1885	1	Increase of wages and union rules	11	9	....	6	....	1	....	....
1886	1	Increase of wages and union rules .....	....	20	4	18	....	1	....	....
1887	1	Increase of wages and union rules .....	....	7	30	7	....	1	....	....
1888	1	Increase of wages and union rules	18	4	....	4	....	1	....	....
1889	1	Increase of wages and union rules	21	17	37	14	....	1	....	....
1890	1	Increase of wages and union rules	19	17	20	13	....	1	....	....
1891	1	Increase of wages and union rules	11	21	6	13	....	1	....	....
1892	1	Increase of wages and union rules .....	....	23	15	23	....	1	....	....
1893	1	Increase of wages and union rules	18	29	....	....	....	1	....	....
1894	1	Increase of wages and union rules	21	15	25	7	....	1	....	....

and Boycotts, etc.—(Continued).*

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$819 00	.....	1	.....	.....	.....	1	.....	.....	.....	.....	1898	
1	\$120 00	\$4,178 98	\$300 00	5	1	5	.....	1	5	.....	5	.....	
.....	\$2,500 00	\$1,500 00	.....	.....	1	.....	.....	.....	.....	1	.....	1116	
1	\$2,837 50	*	1	.....	.....	.....	.....	1	.....	.....	.....	589	
.....	82 50	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1209	
.....	135 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1214	
.....	300 00	\$125 00	.....	.....	1	.....	.....	.....	.....	1	.....	1220	
.....	105 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1431	
.....	\$75 00	54 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1494½	
.....	942 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1852	
.....	700 00	1,200 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1853	
.....	200 00	528 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1854	
.....	1,080 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1855	
.....	120 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1856	
.....	100 00	90 00	.....	.....	1	.....	.....	.....	.....	1	.....	1857	
.....	1,440 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1879	
.....	30 00	2,160 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1880	
.....	3,000 00	2,050 67	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1882	
.....	216 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1883	
.....	90 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1884	
.....	331 50	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1885	
.....	1,100 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1886	
.....	297 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1887	
.....	216 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1888	
.....	459 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1889	
.....	193 50	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1890	
.....	528 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1891	
.....	5,400 00	823 50	.....	.....	.....	1	.....	.....	.....	.....	1	.....	1892	
.....	840 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1893	
.....	600 00	.....	.....	1	.....	.....	.....	1	.....	.....	.....	1894	

*None. No relief was paid.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		PRINTERS—(COMPOSITORS)— (Continued).								
1895	1	Increase of wages and union rules.....	10	11	....	....	1	....	....	....
1896	1	Increase of wages and union rules.....	17	74	17	36	1	....	....	....
1897	1	Increase of wages and union rules.....	14	70	....	....	1	....	....	....
1898	1	Increase of wages and union rules.....	15	*64	†119	13	1	....	....	....
1899	1	Refusal to recognize union rules.....	7	70	....	15	1	....	....	....
2145	1	Increase of wages and union rules §.....	.....	20	....	....	1	....	....	....
	33	Totals.....	510	933	409	384	2	31	....	....
		PRINTERS—(TIP).								
1179	1	Increased supper money...	10	7	28	7	1	....	....	....
		RAILROAD EMPLOYEES.								
174	1	Increase of wages.....	15	21	7	21	1	....	....	....
753	1	Increase of wages.....	1	10	....	....	1	....	....	....
	2	Totals.....	16	31	7	21	1	....	....	....
		RIVET HEATERS.								
349	1	Increase of wages.....	2	19	....	....	....	....	....	....
		ROOFERS—(TIN AND SLATE).								
585	4	Increase of wages.....	21	a 196	20	5	4	....	....	....
773	1	Reduction of hours.....	....	5	....	....	1	....	....	....
774	1	Increase of wages and reduction of hours.....	....	5	....	....	1	....	....	....
893	1	Employment of non-union men.....	8	6	9	2	1	....	....	....
899	1	Increase of wages and reduction of hours.....	4	12	....	....	1	....	....	....
972	1	Refusal to recognize Knights of Labor rules.....	....	5	....	....	1	....	....	....
986	1	Reduction of hours, union rules.....	35	8	....	1	....	....	....	....
988	1	Recognition of Knights of Labor.....	7	12	5	....	1	....	....	....
1023	1	Refusal to recognize union rules.....	4	36	....	....	1	....	....	....
1080	1	Employment of non-union men.....	3	55	13	....	1	....	....	....
1207	1	Increase of wages.....	14	15	....	....	1	....	....	....
1207½	1	Number of apprentices.....	3	13	....	....	....	....	....	....
1212	1	Increase of wages, regula- tion of work.....	4	17	10	....	1	....	....	....
1213	1	Increase of wages.....	1	15	....	....	1	....	....	....
1567	1	Refusal to recognize union rules.....	2	55	....	....	1	....	....	....
1631	1	Increase of wages, reduc- tion of hours.....	30	30	....	....	1	....	....	....
1728	1	Increase of wages.....	....	2	1	2	....	....	....	....
1730	1	Increase of wages.....	3	6	....	....	....	....	....	....
1734	1	Increase of wages.....	....	12	....	....	1	....	....	....
1735	1	Increase of wages.....	....	14	....	....	....	....	....	....

* Employer reports 136.

† Employer reports 24.

‡ Employer reports \$5,304.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES. ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$500 00	\$330 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1895
.....	5,000 00	1,513 50	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1896
.....	1,267 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1897
.....	‡ 2,496 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1898
.....	643 50	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1899
.....	1	.....	.....	.....	.....	.....	1	.....	.....	2145
1	\$14,905 00	\$25,079 17	\$215 00	4	18	11	.....	.....	.....	2	20	.....	11	
.....	\$400 00	\$100 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1179
.....	\$515 15	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	174
.....	1	.....	.....	.....	.....	.....	.....	1	753
.....	\$515 15	.....	.....	.....	2	.....	.....	.....	.....	.....	.....	2	
.....	
.....	\$38 00	\$12 40	.....	.....	1	.....	.....	.....	.....	.....	.....	1	349
.....	\$22,000 00	b\$10,750 00	\$1,300 00	.....	4	.....	.....	.....	.....	1	3	.....	.....	585
.....	1	.....	.....	.....	.....	.....	1	.....	.....	773
.....	1	.....	.....	.....	.....	.....	1	.....	.....	774
.....	224 00	52 50	.....	.....	1	.....	.....	.....	.....	.....	.....	1	893
1	1	.....	.....	.....	.....	.....	1	.....	.....	899
.....	1	.....	.....	.....	.....	.....	.....	1	972
.....	400 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	986
.....	300 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	988
.....	450 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1023
.....	907 50	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1030
.....	100 00	.....	.....	.....	1	.....	.....	.....	.....	1	.....	.....	1207
.....	136 50	68 25	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1207 ½
.....	128 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1212
.....	37 50	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1213
.....	330 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1567
.....	5,300 00	2,475 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1631
.....	1	.....	.....	.....	.....	.....	.....	1	1728
.....	50 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1730
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1734
.....	1	.....	.....	.....	.....	1	.....	.....	.....	1735

§ Threatened strike.

|| Unorganized.

a Union reports 150.

b Union reports \$7,700.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		ROOFERS—(TIN AND SLATE)— (Continued).								
1736	1	Increase of hours.....		16				1		
1743	1	Increase of wages, reduc- tion of hours.....		5				1		
1755	1	To assist plumbers.....	6	10				1		
1867	1	To assist painters.....		5		5				
1979	1	To assist painters and plumbers.....		6		6				
1991	1	Employment of non-union men.....	14	15						
2167	1	To assist carpenters.....								
2168	1	To assist lathers.....								
2170	1	To assist plasterers.....								
	32	Totals.....	159	576	58	21	1	20		
		SALESMEN (SEWING MA- CHINE).								
740	1	Method of payment.....		53	57	*53	1			
		SALT BOILERS.								
1106	1	Increase of wages.....	10	60				1		
		SASH, BLIND AND DOOR MAKERS.								
940	1	Reduction of hours.....	21	4						
943	1	Reduction of hours.....	2	30	10					
944	1	Reduction of hours.....	17	16	3					
945	1	Reduction of hours.....	14	15		14				
946	1	Reduction of hours.....	21	12		1				
947	1	Reduction of hours.....	14	23	4					
948	1	Reduction of hours.....	10	75	75					
1026	1	Reduction of hours.....	6	47			1			
	8	Totals.....	105	222	92	15	1			
		SATCHEL AND TRAVELING BAG MAKERS.								
744	1	Refusal to pay piece-work ..	22	4		1				
		SERVANTS (UNORGANIZED).								
2200	1	Refusal to ride on freight elevator.....								
		SHAWL MAKERS.								
578	1	Objectionable employé.....	24	140				1		
		SHIP CARPENTERS.								
1351	1	Reduction of hours.....		15						
1842	1	Recognition of Knights of Labor.....		100						
2201	1	To assist longshoremen....								
	3	Totals.....		115						
		SHIP CELLMEN.								
2049	1	To assist longshoremen ..		300						
		SHIRT MAKERS.								
172	1	Increase of wages.....	15	65	34	65				

* Employed elsewhere.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1736
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1743
.....	\$300 00	\$200 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1755
.....	1	.....	.....	.....	.....	.....	.....	1	1867
.....	1	.....	.....	.....	.....	.....	.....	1	1979
.....	2,200 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1991
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2167
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2168
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2170
....	1	.....	\$27,600 00	\$18,688 50	\$1,420 75	16	9	7	.....	.....	.....	4	21	.....	7	.....
1	1	.....	.....	.....	.....	.....	1	.....	.....	740
.....	\$1,200 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1106
.....	\$180 00	\$30 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	940
.....	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	943
.....	500 00	75 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	944
.....	375 00	100 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	945
.....	594 00	100 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	946
.....	\$1,000 00	500 00	100 00	1	.....	.....	.....	.....	1	.....	.....	.....	.....	947
.....	1,600 00	625 00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	948
.....	1	.....	1,000 00	560 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1026
....	1	.....	\$2,000 00	\$4,509 00	\$1,030 00	2	.....	6	.....	.....	.....	1	1	.....	6	.....
.....	\$220 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	744
.....	1	.....	.....	.....	.....	.....	.....	1	2200
.....	\$3,500 00	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	578
.....	1	.....	.....	.....	.....	.....	.....	1	1351
.....	\$5,000 00	\$1,500 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1842
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	2201
.....	\$5,000 00	\$1,500 00	.....	2	.....	1	.....	.....	.....	.....	2	.....	1	.....
.....	1	.....	.....	.....	.....	.....	.....	1	2049
.....	\$500 00	\$3,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	172

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		SHIRT MAKERS—(Continued).								
1165	1	Employment of non-union men.....	.....	142	3	142	1	.....	.....	Pending.
1782	1	Employment of non-union men.....	18	3	.....	.....	.....	.....	.....	.....
	3	Totals.....	33	210	37	207	1	.....	.....	.....
		SHOE MAKERS.								
38	1	Refusal to recognize union rules	53	180	3	.....	.....	.....	.....	.....
116	1	Increase of wages and non-union men.....	.....	*61	275	61	1	.....	.....	Pending..
117	1	Increase of wages and reinstatement of disch'd men.	4	90	.....	.....	.....	1	.....	.....
292	1	Increase of wages.....	8	250	45	250	1	.....	.....	.....
785	1	Increase of wages.....	½	200	.....	.....	.....	.....	.....	Pending..
1028	1	Increase of wages.....	.....	50	20	50	1	.....	.....	.....
1750	1	Increase of wages.....	7	17	11	.....	.....	.....	.....	.....
1977	1	Increase of wages.....	1	120	.....	.....	.....	.....	.....	.....
1978	1	Increase of wages.....	7	20	.....	.....	.....	1	.....	.....
	9	Totals.....	80½	988	354	361	3	2	.....	.....
		SILK RIBBON WEAVERS.								
270	1	Refusal to recognize union rules	90	57	18	.....	1	.....	.....	3 months.
463	1	Reduction of wages.....	21	27	.....	.....	1	.....	.....	3 weeks..
757	1	Increase of wages.....	1½	80	.....	.....	.....	1	.....	.....
1658	1	Saturday half-holiday.....	12	†118	.....	6	1	.....	.....	2 weeks..
1659	1	Saturday half-holiday and employment of non-union men.....	½	9	.....	.....	.....	1	.....	.....
1662	1	Employment of women as weavers.....	12	23	2	2	1	.....	.....	2 weeks..
1823	1	Abolition of piece-work	6	16	184	.....	.....	.....	.....	.....
	7	Totals.....	143	330	204	8	4	2	.....	.....
		SILVERSMITHS.								
166	1	Number of apprentices.....	21	21	.....	.....	.....	1	.....	.....
1032	4	Number of apprentices.....	60	†285	89	5	.....	1	.....	.....
1034	1	Number of apprentices.....	86	150	.....	.....	.....	1	.....	.....
	6	Totals.....	167	466	89	5	.....	3	.....	.....
		SKYLIGHT AND CORNICIE MAKERS.								
950	1	Increase of wages.....	14	15	.....	.....	.....	1	.....	.....
1323	1	Increase of wages and reduction of hours.....	14	12	.....	.....	.....	1	.....	.....
1537	1	Employment of non-union men.....	35	30	.....	.....	.....	1	.....	.....
1561	1	Increase of wages.....	1	25	.....	.....	.....	1	.....	.....
1538	24	General strike for an increase of wages.....	14	||253	83	4	.....	12	.....	.....
1562	1	Increase of wages.....	2	12	.....	.....	.....	.....	.....	.....
1744	1	Employment of non-union men.....	21	13	3	.....	.....	1	.....	.....
1791	1	Employment of non-union men.....	10	15	.....	.....	.....	1	.....	.....

* Union reports 182, and all lost situations.

† Compelling 132 others to stop work.

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
...	\$18,000 00	\$5,460 00	...	...	1	...	...	...	...	1	1165		
...	1	...	...	...	...	1	1782		
...	\$500 00	\$21,000 00	\$5,460 00	...	...	3	...	...	...	...	3			
...	\$60,000 00	\$14,000 00	\$7,500 00	...	1	...	...	...	1	...	...	38		
...	2,500 00	5,000 00	10,000 00	...	...	1	...	...	...	...	1	116		
...	600 00	4,000 00	...	1	...	...	...	...	1	...	...	117		
1	665 00	10,000 00	...	1	...	1	...	...	1	...	1	292		
...	785		
...	10,000 00	3,000 00	...	...	...	1	...	...	...	...	1	1028		
...	200 00	72 00	1	...	...	...	...	1	...	...	1750		
...	1	...	...	...	...	1	...	...	1977		
...	250 00	140 00	1	...	...	...	...	1	...	...	1978		
1	\$73,765 00	\$36,450 00	\$17,712 00	5	1	3	...	...	6	...	3			
1	\$6,000 00	\$3,000 00	1	...	...	...	...	1	...	...	270		
1	1,200 00	400 00	1	...	...	...	...	1	...	...	463		
...	300 00	...	1	...	...	...	...	1	...	...	757		
1	\$1,000 00	6,000 00	1,226 00	1	...	...	...	1	...	...	...	1658		
...	1	...	...	...	...	1	...	...	1659		
...	1	...	4,350 00	750 00	500 00	...	1	...	...	...	1	...	...	1662
...	320 00	...	...	1	...	...	1	...	...	...	1823		
3	1	...	\$5,350 00	\$14,570 00	\$5,126 00	5	2	...	...	2	5	...	...	
...	\$1,323 00	\$400 00	...	...	1	...	...	...	...	1	166		
...	\$33,000 00	16,000 00	...	...	4	...	...	...	...	4	1032		
...	32,175 00	...	...	...	1	...	...	...	...	1	1034		
...	\$66,498 00	\$16,400 00	...	...	6	...	...	...	...	6			
...	\$450 00	...	1	...	...	...	...	1	...	...	950		
...	360 00	...	...	1	...	...	...	1	...	...	1323		
...	2,475 00	\$800 00	...	...	1	...	...	...	...	1	1537		
...	35 38	...	1	...	...	...	...	1	...	...	1561		
...	\$7,150 00	\$6,570 50	150 00	8	15	1	...	2	21	...	1	1538		
...	49 50	...	1	...	...	...	...	1	...	...	1562		
...	11,000 00	700 00	...	...	...	1	...	...	1	...	...	1744		
...	412 00	...	...	...	1	...	...	...	...	1	1791		

‡ Union reports 550. § Union reports \$107,250. || Union reports 300. ¶ Union reports \$9,450

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		SKYLIGHT AND CORNICE MAKERS—(Continued).								
1793	10	General lock-out on account of employment of non- union men.....	10	*62	5	7	...	5	...	
1794	14	General lock-out on account of employment of non- union men.....	10	†137	7	...	...	9	...	
1808	1	Employment of non-union men.....	10	17	...	7	...	1	...	
1809	1	Employment of non-union men.....	24	19	1	10	...	...	...
1858	1	Rival organizations.....	10	16	1	...	...	1	...	
1935	1	Increase of wages.....	12	6	2	...	...	1	...	
1936	1	Employment of non-union men.....	10	14	...	...	...	1	...	
1945	1	Employment of non-union men.....	26	2	11	...	...	1	...	
1946	1	Employment of non-union men.....	7	1	5	...	...	1	...	
1947	1	Employment of non-union men.....	4	11	...	5	...	1	...	
1948	1	Increase of wages.....	2	29	...	...	...	...	...
1949	1	Employment of non-union men.....	14	5	...	...	...	...	...
1951	1	Employment of non-union men.....	10	17	4	...	...	1	...	
1952	1	Employment of non-union men.....	10	2	1	...	...	...	...
1974	1	Employment of non-union men.....	10	11	...	...	...	...	...
1975	1	Increase of wages.....	19	25	10	...	...	...	...
1980	1	Employment of non-union men.....	10	3	44	...	...	1	...	
	70	Totals.....	309	752	177	33	...	41	...	
		STABLEMEN.								
1834	1	Increase of wages.....	...	...	...	...	...	...	...
		STAGE DRIVERS.								
1563	1	Obnoxious uniforms.....	1	90	...	...	...	1	...	
		STAIR BUILDERS.								
1820	1	To assist plumbers.....	1	16	...	...	...	...	...
1821	1	To assist plumbers and painters.....	...	15	...	15	1	...	...	Pending.
2046	1	To assist plumbers.....	...	4	...	...	...	...	...
	3	Totals.....	1	35	...	15	1	...	...
		STEAM FITTERS.								
159	1	To assist plumbers.....	18	11	...	...	...	1	...	
1198	1	Employment of non-union men.....	...	25	...	...	1	...	...
1969	1	To assist marble cutters and polishers.....	10	5	...	5	...	1	...	
2202	1	To assist carpenters.....	...	...	...	...	...	...	...
2203	1	To assist marble workers..	...	...	...	...	...	...	...
	5	Totals.....	28	41	...	5	1	2	...	

* Union reports 70 men.

† Union reports \$1,925.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.			MODE OF SETTLEMENT OF STRIKES, ETC.					Number of blank.	
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employes.	Conciliation with labor organization.		No formal settle- ment.	Abandoned.
.....	\$1,250 00	†\$1,488 50	.....	.....	.....	10	.....	.....	.....	.....	.....	10	1793
.....	2,700 00	\$2,732 50	.....	.....	.....	14	.....	.....	.....	.....	.....	14	1794
.....	437 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1808
.....	7,000 00	500 00	\$66 00	.....	.....	1	.....	.....	.....	.....	.....	1	1809
.....	396 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1858
.....	550 00	250 00	.....	.....	1	.....	.....	1	.....	.....	.....	.....	1935
.....	385 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1836
.....	100 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1945
.....	27 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1946
.....	132 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1947
.....	159 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1948
.....	180 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1949
.....	467 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1951
.....	500 00	55 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1952
.....	200 00	330 00	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1974
.....	500 00	700 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1975
.....	82 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1980
.....	\$30,850 00	\$19,475 38	\$1,016 00	12	17	41	.....	.....	3	27	.....	40	.....
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1834
.....	\$700 00	\$180 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	1563
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1820
.....	1	.....	.....	.....	.....	.....	1	1821
.....	1	.....	.....	.....	.....	.....	1	2046
.....	1	.....	2	.....	.....	.....	1	.....	2	.....
.....	\$400 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	159
1	1	.....	.....	.....	.....	.....	1	.....	.....	1198
.....	157 50	.....	.....	.....	1	.....	.....	.....	.....	.....	1	1969
.....	1	.....	.....	.....	.....	.....	1	.....	.....	2202
.....	1	.....	.....	.....	.....	.....	1	.....	.....	2203
1	\$557 50	.....	4	.....	1	.....	.....	.....	4	.....	1	.....

‡ Union reports 82 men.

§ Union reports \$2,805.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		STEREOTYPERS AND ELECTRO- TYPERS.								
1096	1	Rival organizations *.....								
1893	1	To assist book and job com- positors.....	16	4				1		
1898	1	To assist book and job com- positors.....	15	14				1		
	3	Totals.....	31	18				2		
		STONE CUTTERS.								
421	6	Reduction of hours.....	42	121	3	4		6		
767	1	Refusal to recognize union rules.....								
	7	Totals.....	42	121	3	4		6		
		STONE CUTTERS (BLUE).								
930	1	Refusal to recognize union rules.....	9	48	2					
		STONE CUTTERS (GRANITE).								
592	16	Increase of wages and union rules.....	10	99	31	2		16		
1493	1	Full payment of earnings..	5	9				1		
1703	1	Employment of non-union men.....		4				1		
	18	Totals.....	15	112	31	2		18		
		STOREMEN.								
84	1	Refusal to handle boycotted coal.....	24	90	10	20	1			
88	1	Refusal to handle boycotted coal.....	38	100	7			1		
96	1	Refusal to handle boycotted coal.....	16	100	5			1		
103	1	Refusal to handle boycotted freight.....		75				1		
106	1	Refusal to handle boycotted coal and freight.....	28		20					
109	1	Refusal to handle boycotted freight.....	10	45	5					
111	1	Refusal to handle boycotted coal and freight.....	½	9	1			1		
113	1	Refusal to handle boycotted coal and freight.....	17	24	24			1		
	8	Totals.....	138½	443	72	20	1	5		
		SURGICAL INSTRUMENT MAKERS.								
170	1	Shop rules and regulations,	41	72	18	3		1		
		SUSPENDER MAKERS.								
355	1	Reduction of wages.....	29	40	131			1		
		TAILORS.								
1196	1	Refusal to recognize union rules.....		17		17	1			Pending.

*Threatened strike.

†Union reports 84.

‡Union reports \$9,702.

§Mayor of
a Strike and

and Boycotts, etc.—(Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1096
.....	\$150 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1893
.....	546 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1898
.....	\$696 00	.....	3	.....	.....	.....	.....	.....	3	.....	.....	.....	.....
.....	\$51,000 00	\$14,223 00	\$1,008 00	5	.....	1	.....	\$5	.....	.....	.....	.....	1	421
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	767
.....	\$51,000 00	\$14,223 00	\$1,008 00	6	.....	1	.....	5	.....	.....	.....	1	1	.....
.....	\$11,000 00	\$1,000 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	930
.....	\$1,933 00	\$1,885 00	.....	1	15	.....	.....	.....	.....	2	14	.....	.....	592
.....	93 00	.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1493
.....	1	.....	.....	.....	.....	.....	.....	1	1703
.....	\$1,933 00	\$1,978 00	.....	2	15	1	.....	.....	.....	2	15	.....	1	.....
.....	\$1,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	84
.....	\$5,000 00	8,550 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	88
.....	30,000 00	2,200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	96
.....	5,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	103
.....	1	.....	.....	.....	.....	.....	.....	1	105
.....	30,000 00	5,980 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	109
.....	22 50	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	111
.....	5,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	113
.....	\$65,000 00	\$30,752 50	.....	.....	.....	8	.....	.....	.....	.....	.....	.....	8	.....
.....	\$10,000 00	\$2,166 57	.....	1	.....	.....	.....	.....	.....	1	.....	.....	170
.....	\$1,700 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	355
.....	1	.....	.....	.....	.....	.....	.....	1	1196

city was arbitrator.
boycott.

|| Two firms.

||| Eleven firms; union reports \$2,100.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
		TAILORS (<i>Continued</i>).								
1937	1	Employment of non-union men *	.....	.....	.....	.....	1	.....	.....	Pending .
1938	1	Employment of non-union men *	.....	14	.....	.....	1	.....	.....	21 days...
1939	1	Employment of non-union men *	.....	13	.....	.....	1	.....	.....	21 days...
1940	1	Employment of non-union men *	.....	8	.....	.....	1	.....	.....	14 days...
	5	Totals.....	.....	52	.....	17	5	.....	.....	.....
		TANNERS.								
1211	1	Reduction of wages .....	.....	9	26	9	.....	1	.....	.....
		TELEGRAPHERS.								
1999	1	Increase of hours .....	.....	.....	.....	.....	.....	.....	.....	.....
		TERRA COTTA WORKERS.								
1090	1	Increase of wages and dis- charge of committee	5	98	53	10	.....	1	.....	.....
		THEATRICAL EMPLOYÉS.								
1599	1	Increase of wages .....	.....	4	.....	.....	.....	.....	.....	.....
		TILE LAYERS.								
1507	1	To assist marble workers..	.....	4	.....	.....	.....	1	.....	.....
1967	1	To assist marble workers..	10	10	.....	10	.....	1	.....	.....
2040	1	To assist plumbers .....	.....	12	.....	.....	.....	.....	.....	.....
	3	Totals.....	10	26	.....	10	.....	2	.....	.....
		TIN CAN MAKERS.								
931	1	Reduction of wages	4	20	5	.....	.....	.....	.....	.....
1664	1	Increase of wages	4	11	.....	.....	.....	1	.....	.....
1733	1	Refusal to recognize union rules .....	.....	5	.....	.....	1	.....	.....	Pending .
2001	1	Increase of wages .....	.....	150	.....	.....	.....	.....	.....	.....
	4	Totals.....	8	186	5	.....	1	1	.....	.....
		TINWARE (STAMPED).								
1169	1	Reduction of wages .....	.....	100	.....	.....	.....	1	.....	.....
		TORPEDO MAKERS.								
1161	1	Saturday half-holiday.....	2	20	122	6	.....	.....	.....	.....
		TYPE FOUNDERS.								
1494	1	Increase of wages†.....	.....	.....	.....	.....	.....	.....	.....	.....
		UNDERWEAR.								
1929	1	Increase of wages	½	20	13	.....	.....	1	.....	.....
1983	1	Discharge of employé.....	3	10	28	10	.....	1	.....	.....
	2	Totals.....	3½	30	41	10	.....	2	.....	.....
		USHERS.								
2206	1	Objection to a fine .....	.....	8	.....	.....	.....	.....	.....	.....

* Boycott only.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$10 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1937
1	6 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1938
1	5 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1939
1	5 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1940
3	\$26,00	.....	.....	1	.....	.....	.....	.....	.....	.....	1	.....
.....	1	.....	.....	.....	.....	.....	.....	1	1211
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1999
.....	\$1,100 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1090
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1599
.....	\$315 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1507
.....	1	.....	.....	.....	.....	.....	.....	1	1967
.....	1	.....	.....	.....	.....	.....	.....	1	2040
.....	\$315 00	.....	.....	.....	3	.....	.....	.....	.....	.....	.....	3	.....
.....	\$160 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	931
.....	700 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1664
.....	1	.....	.....	.....	.....	.....	.....	1	1733
.....	1	.....	.....	.....	.....	.....	.....	1	2001
.....	\$860 00	.....	1	.....	3	.....	.....	.....	1	.....	.....	3	.....
.....	1	.....	.....	.....	.....	.....	.....	1	1169
.....	\$25 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1161
.....	1	.....	.....	.....	.....	.....	.....	1	.....	.....	1494
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1829
.....	\$30 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1983
.....	\$30 00	.....	1	.....	1	.....	.....	.....	1	.....	.....	1	.....
.....	1	.....	.....	.....	.....	.....	.....	1	2206

† Threatened strike.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE. LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
VARNISHERS.										
263	1	Increase of wages.....	.....	40	.....	.....	.....	1	.....	.....
264	1	Increase of wages.....	14	36	.....	.....	.....	1	.....	.....
276	1	Increase of wages.....	1/2	90	10	.....	.....	1	.....	.....
769	1	Increase of wages.....	16	30	.....	.....	.....	1	.....	.....
1088	1	Increase of wages.....	14	8	.....	.....	.....	1	.....	.....
1785	1	Increase of wages and reduction of hours.....	39	120	.....	100	.....	1	.....	.....
1826	1	Increase of wages.....	2	20	.....	.....	.....	1	.....	.....
1905	1	Increase of wages.....	20	30	.....	8	.....	.....	.....	.....
1985	1	Obnoxious rules.....	1	12	.....	.....	.....	.....	.....	.....
9		Totals.....	106 1/2	386	10	108	.....	6	.....	.....
VASELINE WORKERS.										
28	1	Sympathy with coal handl's	30	79	119	79	.....	.....	.....	.....
WAITERS.										
1418	1	Refusal to recognize union rules*.....	.....	18	.....	18	1	.....	.....	Pending.
1483	1	Objectionable headwaiter*.....	.....	14	.....	14	1	.....	.....	Pending.
1486	1	Reduction of hours.....	.....	8	.....	8	.....	1	.....	.....
1487	1	Refusal to recognize union rules*.....	.....	26	.....	26	1	.....	.....	8 months.
1488	1	Refusal to recognize union rules*.....	.....	20	.....	20	1	.....	.....	Pending.
1489	1	Increase of wages and re- duction of hours.....	.....	5	.....	5	.....	1	.....	.....
1174	1	Increase of wages*.....	.....	7	6	7	1	.....	.....	Pending.
1838	1	Employment of non-union men†.....	.....	18	.....	.....	1	.....	.....	Pending.
1839	1	Employment of non-union men†.....	.....	10	.....	.....	1	.....	.....	14 days...
2099	1	Employment of non-union men†.....	.....	.....	.....	.....	1	.....	.....	.....
2100	1	Employment of non-union men†.....	.....	.....	.....	.....	1	.....	.....	.....
2207	1	Increase of wages.....	.....	.....	.....	.....	.....	.....	.....	.....
2208	1	Employment of non-union men.....	.....	.....	.....	.....	.....	.....	.....	.....
13		Totals.....	.....	126	6	98	9	2	.....	.....
WATCH CASE MAKERS.										
36	1	Discharge of employes.....	21	81	18	26	.....	1	.....	.....
WATCHERS (ELECTRIC LIGHT WORKS).										
1788	1	Increase of hours.....	1	14	24	.....	.....	1	.....	.....
34	1	WEIGHERS (U. S.). Obnoxious rules.....	30	700	.....	.....	.....	1	.....	.....
WIRE WORKERS.										
1709	1	Obnoxious rules.....	.....	2	29	.....	.....	.....	.....	.....
WOOD CARVERS.										
1670	1	Enforcement of the eight hour rule.....	.....	.....	.....	.....	.....	.....	.....	.....
1176	1	Employment of non-union men.....	13	4	.....	.....	1	.....	.....	13 days.

* Strike and boycott. † Boycott only.

and Boycotts, etc. — (Continued).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employes.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$1,080 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	263
.....	101 25	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	264
.....	2,000 00	\$305 00	1	1	.....	.....	.....	1	.....	.....	.....	.....	276
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	769
.....	1	.....	.....	1088
.....	\$10,000 00	9,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1785
.....	2,486 00	.....	1	.....	1	.....	.....	.....	1	.....	.....	.....	1826
.....	1	.....	.....	.....	.....	.....	1	.....	.....	1	1905
.....	1985
.....	\$10,000 00	\$14,667 25	\$305 00	4	1	4	.....	.....	1	4	.....	.....	4	.....
.....
.....	\$15,000 00	\$3,950 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	28
.....
.....	1	.....	.....	.....	.....	.....	.....	1	1418
.....	1	.....	.....	.....	.....	.....	.....	1	1483
.....	\$50 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1486
1	\$400 00	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1487
.....	200 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1488
.....	1	.....	.....	.....	.....	.....	.....	1	1489
.....	7 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1174
.....	1838
1	1839
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2099
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2100
.....	1	2207
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2208
2	2	.....	.....	\$257 00	\$400 00	2	.....	7	.....	.....	.....	2	.....	.....	7	.....
.....
.....	\$5,000 00	\$3,000 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	36
.....
.....	1	.....	.....	.....	.....	.....	.....	1	1788
.....	\$11,500 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	34
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1709
.....
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1670
1	\$55 00	\$24 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1176

‡ Procured situations elsewhere.

Table of Strikes, Lock-outs

Number of blank.	Number of establishments.	CAUSE OF STRIKE, LOCK-OUT OR BOYCOTT.	Duration of strike, etc., in days.	Number of persons engaged in strikes, etc.	Number of persons remaining at work.	Number of persons refused work after strike, etc.	ANSWERS RELATING TO BOY- COTT.			Duration of boycott.
							Yes.	No.	Doubtful.	
WOOD CARVERS—(Continued).										
1176½	1	Employment of non-union men	5	10	65	.....	.....	.....	.....	.....
1865*	1	System of payment of wages .....	.....	10	.....	.....	.....	.....	.....	.....
1872	1	Reduction of hours	6	12	.....	.....	1	.....	.....	6 days
1874	1	Increase of hours	2	4	.....	.....	1	.....	.....	5 days
1878	1	Increase of hours	2	7	.....	.....	1	.....	.....	2 days
1928	1	Increase of hours	3	12	.....	.....	1	.....	.....	3 days
1929	1	Increase of hours	2	6	.....	.....	1	.....	.....	2 days
1930	1	Increase of hours	2	4	.....	.....	1	.....	.....	2 days
1931	1	Refusal to recognize union rules .....	.....	.....	.....	.....	.....	.....	.....	.....
1941	1	To assist cabinet makers ..	.....	12	.....	12	1	.....	.....	Pending ..
1942	1	Employment of non-union men	1	8	.....	.....	.....	1	.....	.....
	13	Totals.....	36	89	65	12	8	1	.....	.....
WOOD WORKERS.										
763	1	Reduction of hours	4	100	.....	.....	.....	.....	.....	.....
1211½	1	Increase of wages .....	.....	2	.....	.....	.....	1	.....	.....
1966	1	Employment of non-union men	1	6	.....	.....	.....	1	.....	.....
2209	1	Reduction of hours .....	.....	.....	.....	.....	.....	.....	.....	.....
2210	1	Increase of wages and re- duction of hours .....	.....	100	.....	.....	.....	.....	.....	.....
2211	1	Employment of non-union men .....	.....	.....	.....	.....	.....	.....	.....	.....
2212	1	Reduction of hours .....	.....	.....	.....	.....	.....	.....	.....	.....
	7	Totals.....	5	208	.....	.....	.....	2	.....	.....

* Threatened strike.

and Boycotts, etc. — (Concluded).

RESULT OF BOYCOTT.			Loss to employers from causes of strikes, etc.	Amount of loss in wages caused by strikes and other labor troubles.	Total cost of strikes, etc., to labor organizations.	RESULT OF STRIKE.				MODE OF SETTLEMENT OF STRIKES, ETC.						Number of blank.
Successful.	Unsuccessful.	Doubtful.				Successful.	Compromised.	Unsuccessful.	Pending.	Arbitration.	Conciliation.	Conciliation with employees.	Conciliation with labor organization.	No formal settle- ment.	Abandoned.	
.....	\$700 00	.....	1	1	.....	.....	.....	.....	1	.....	.....	.....	1176½
1	180 00	\$80 00	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1865
1	20 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1872
1	35 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1874
1	90 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1878
1	30 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1928
1	20 00	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1929
.....	1930
.....	550 00	288 00	.....	1	.....	.....	.....	.....	.....	.....	.....	1	1931
.....	1	1941
.....	20 00	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	1	1942
7	\$1,700 00	\$392 00	8	2	3	.....	.....	.....	10	.....	.....	3	.....
.....	\$1,000 00	\$1,500 00	.....	.....	1	.....	.....	.....	.....	1	.....	.....	.....	763
.....	36 00	\$12 00	.....	1	.....	.....	.....	.....	1	.....	.....	.....	1211½
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	1966
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2209
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2210
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2211
.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	2212
.....	\$1,000 00	\$1,536 00	\$12 00	5	2	.....	.....	.....	.....	7	.....	.....	.....	.....

PART II.

—♦♦—
BOYCOTTS.

BOYCOTTS.

The boycott as a war measure, has not been resorted to quite as frequently in the past as in former years. Two or three years ago the boycott was the threatened accompaniment of very many strikes, though not so often carried into practice as threatened. It is a difficult weapon to handle, seeing that it requires the acquiescence of third parties to make it effective. The decisions of courts of law as to its mode of operation have thrown impediments in the way of its adoption, and it is permissible to say that the boycott action has decreased.

Out of 1,604 inquiries issued, 250 have answered "yes;" the presumption in reference to which is that only a few got beyond the verbal declaration, and had no serious effect; 865 answer "no," and 489 leave the question blank. There were some special instances, details of which will be found in the tables and notes further on. In the year 1886, there were 163 boycotts, resulting as follows: Nineteen successful, 13 unsuccessful, 7 partly successful, 11 doubtful, 3 pending, and 110 failed to report result.

Although under the discouragement of the law courts in this State, boycott has not been quite so prevalent as it was two or three years back, there have been very many cases of boycott in other States of the Union, and not a few threats of boycott in this State. With some newly arrived immigrants, the boycott seems quite an easy and natural mode of procedure for the redress of grievances or the adjustment of differences in opinions. For instance one saloon-keeper in New York, who differed with his customers as to the hanging of the Chicago anarchists, was threatened with boycott by his excitable neighbors.

It may be remarked that the more advanced thinkers in the ranks of labor disapprove of boycott except in extreme cases for which no ordinary remedy is attainable. Thus the Central Labor Union disapproved of a boycott placed on a well-known manufacturer by

an organization as "unjust, arbitrary and uncalled for," and it is not too much to say that the same declaration might most justly and appropriately have been made in regard to the rash attempt by a few impetuous, if not reckless, self-styled leaders in the labor movement, to boycott newspapers of reputation and influence for the honest expression of unpalatable truths, or the exercise of independent judgment. When, however, the fact is recalled that most, if indeed not all, of the newspapers so threatened, were paying the union scale of wages to their employés, the action of these men appears in anything but a creditable light.

In a case in Massachusetts, Governor Benjamin F. Butler, defending alleged boycotters, likened their action to the destruction of the imported tea in Boston harbor. The parallel was not accepted as a good enough fit to exonerate his clients.

A proposed boycott of the meat handled by the well-known wholesale dealer, Armour, of Chicago, was under discussion in the early part of last year, but it was not taken up in this State to any extent.

This table shows the number of boycotts declared, and their results so far as ascertained. The whole number is 242, the duration varies, two days to a whole year. In some trades, the bakers for example, the boycott is only another name for a strike; the workers are too poor to strike and lose their small wages, wherefore the men continue at work, while a boycott is declared against the offending employer, in the hope that the injury to the trade may force him to a compromise.

The whole number of boycotts claimed to be successful is 101, for various causes, and with various effects; unsuccessful, 36; pending, 105. In some cases, that of the horseshoers for example, the boycott was the outcome of troubles between organizations rather than as directed against general custom. The longshoremen's boycott was a part of the general drag-net to cause inconvenience to employers in any possible way. The results are variously described. In one case, a damage of \$7,500 is mentioned, but whether from specific loss of trade, or as estimate of time lost by their falling out with employés, is not mentioned. In some instances, employers report "good results;" another specifically says, "it improved business."

There is no reason to believe that in these cases the boycott, in its true sense of "intercepting aid, custom, business or friendly

transactions," has been effective in making the object of the boycott a victim of public odium and avoidance. The utmost that can be accepted is that the boycotted party has been exposed to some inconvenience and sometimes to a slight loss of trade. This applies particularly to bakers and barbers, as mentioned in the notices of those trades. Among the painters the boycott was used to prevent those who employed non-unionists from getting jobs of work.

TABLE W.

Answers Relative to Boycott.

TRADE OR INDUSTRY.	WAS YOUR FIRM BOYCOTTED?			Number of establish- ments investigated.
	Yes.	No.	Blank.	
Artificial stone masons	1	22	1	1
Axe makers	17	2	1	41
Bakers	20	1	1	20
Barbers	1	2	4	2
Bartenders	2	2	2	6
Blacksmiths' helpers	2	1	1	2
Boiler makers	1	24	1	26
Bookbinders	1	19	6	26
Brass workers	3	10	3	16
Brewery employes (ale)	13	16	29	29
Brewery employes (lager)	2	43	45	45
Bricklayers	2	17	14	33
Brickyard employes	1	1	1	1
Bridge tenders	1	1	2	2
Brush makers	3	2	5	5
Butchers (beef)	15	15	15	15
Butchers (calf)	2	1	3	3
Butchers (hog)	2	1	1	3
Car builders	1	1	1	1
Car employes	4	4	1	5
Carpenters	6	111	44	161
Carpet workers	2	2	2	2
Cartmen	1	3	3	7
Cement makers	1	4	4	4
Cement masons	1	2	3	3
Cement masons' laborers	2	2	2	4
Chemical workers	1	1	1	1
Cigarette makers	1	2	3	3
Cigar makers	5	10	11	26
Cigar packers	1	1	1	1
Clothing cutters	1	1	1	1
Coachmen	1	2	11	14
Coal drivers	1	1	1	1
Coal handlers	19	8	27	27
Collar and cuff makers	1	1	1	1
Color mixers	1	1	1	1
Coopers	7	23	7	37
Coppersmiths	1	9	3	13
Derrickmen	3	4	7	7
Engineers	3	3	3	3
File makers	2	1	3	3
Fire extinguisher makers	1	1	1	1
Firemen	2	2	2	2
Flour mill hands	1	1	1	1
Framers	3	48	5	56
Furniture workers	2	4	7	13
Furriers	2	2	2	2
Gas-fixture makers	1	9	1	1
Glass blowers	1	3	13	13
Gold beaters	2	2	2	2
Grain handlers	1	2	1	4
Grate setters	1	1	1	1
Grave diggers	2	1	3	3
Harness makers	1	1	1	1
Hat and cap makers	1	2	3	3
Hod carriers	2	7	10	19
Horseshoers	26	27	11	64
Housesmiths	8	8	8	8
Ice handlers	3	9	12	12
Iron workers	2	17	13	32
Knit goods	3	3	3	9
Laborers	1	12	45	58

TABLE W — *Answers Relative to Boycott* — (Continued).

TRADE OR INDUSTRY.	WAS YOUR FIRM BOYCOTTED ?			Number of establish- ments investigated.
	Yes.	No.	Blank.	
Lathers	1	6	7	
Leather workers	2	1	3	
Linemen (electric light)	1	1	1	
Lithographers	1	1	2	
Locksmiths	2	2	2	
Longshoremen	13	43	32	88
Lumber handlers	1	3	4	
Machinists	6	3	9	
Maltsters	1	1	2	
Marble workers	2	2	7	
Messengers	8	8	8	
Musicians	4	4	4	
Newsboys	2	2	2	
Newspaper mailers, folders, etc.	1	1	1	
Oil cloth workers	1	1	1	
Oil refiners	3	1	4	
Painters	21	22	11	54
Paper bag makers	1	1	1	
Paper box makers	1	1	1	
Paper hangers	1	1	1	
Paper makers (straw)	1	1	1	
Paper rulers	40	3	43	
Pattern makers	1	1	1	
Pavers	1	3	4	
Peddlers	2	2	2	
Photo engravers	1	1	1	
Piano makers	1	4	5	
Plasterers	3	3	3	
Plumbers	45	32	32	109
Press feeders	13	4	17	
Pressmen	1	8	11	
Printers (color and block)	1	1	1	
Printers (compositors)	2	31	33	
Printers (tip)	1	1	1	
Railroad employes	1	1	2	
Rivet heaters	1	1	1	
Roofers (tin and slate)	1	21	32	
Salesmen	1	1	1	
Salt boilers	1	1	1	
Sash, door and blind makers	1	7	8	
Satchel and traveling bag makers	1	1	1	
Servants	1	1	1	
Shawl makers	1	1	1	
Ship carpenters	3	3	3	
Ship cellmen	1	1	1	
Shirt makers	1	2	3	
Shoe makers	3	2	9	
Silk ribbon weavers	4	2	7	
Silversmiths	3	3	6	
Skylight and cornice makers	41	29	70	
Stablemen	1	1	1	
Stage drivers	1	1	1	
Stair builders	1	2	3	
Steam fitters	1	2	5	
Stereotypers and electrotypers	2	1	3	
Stone cutters	6	1	7	
Stone cutters (blue)	1	1	1	
Stone cutters (granite)	18	18	18	
Storemen	1	5	8	
Surgical instrument makers	1	1	1	
Suspender makers	1	1	1	
Tailors	5	6	6	
Tanners	1	1	1	
Telegraphers	1	1	1	
Terra cotta workers	1	1	1	
Theatrical employes	1	1	1	
Tile layers	2	1	3	

TABLE W — *Answers Relative to Boycott* — (Concluded).

TRADE OR INDUSTRY.	WAS YOUR FIRM BOYCOTTED ?			Number of establish- ments investigated.
	Yes.	No.	Blank.	
Tin can makers	1	1	2	4
Tinware (stamped)	1	1	1	1
Torpedo makers	1	1	1	1
Type foundries	1	1	1	1
Underwear	2	1	2	2
Ushers	1	1	1	1
Varnishers	6	3	9	9
Vaseline workers	1	1	1	1
Waiters	9	2	2	13
Watch case makers	1	1	1	1
Watchers (electric light works)	1	1	1	1
Weighers (United States)	1	1	1	1
Wire workers	1	1	1	1
Wood carvers	8	5	13	13
Wood workers	2	5	7	7
Totals	250	865	489	1,604

TABLE Y.
Boycotts—Results of.

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
581	AXE MAKERS. Increase of wages and obnoxious rules .....	.....	.....	.....	a 1
	BAKERS.				
1291	Union rules regarding employes .....	.....	.....	.....	b 1
1326	Refusal to recognize union rules* .....	.....	.....	.....	1
1388	Refusal to recognize union rules*	13 days...	1	.....	.....
1389	Reduction of hours	3 months,	1	.....	.....
1396	Refusal to recognize union rules* .....	.....	.....	.....	1
1401	Reduction of hours .....	.....	.....	.....	1
1407	Reduction of hours .....	.....	.....	.....	1
1408	Reduction of hours† .....	.....	.....	.....	1
1409	Employment of non-union men	3½ mos...	1	.....	.....
1410	Reduction of hours .....	.....	1	.....	.....
1414	Refusal to recognize union rules* .....	.....	.....	.....	1
1422	Increase of wages .....	.....	.....	.....	1
1586	Refusal to recognize union rules .....	.....	.....	.....	1
1900	Reduction of wages .....	.....	.....	.....	1
1961	Refusal to recognize union rules	42 days...	1	.....	.....
1962	Refusal to recognize union rules .....	.....	.....	.....	c 1
2024	Refusal to recognize union rules	365 days..	1	.....	.....
	Totals .....	.....	6	.....	11
	BARBERS.				
1378	Refusal to recognize union rules*	6 months,	d 1	.....	.....
1379	Refusal to recognize union rules*	5 months,	d 1	.....	.....
1380	Refusal to recognize union rules*	6 months,	d 1	.....	.....
1381	Refusal to recognize union rules*	2 months,	d 1	.....	.....
1382	Refusal to recognize union rules*	3 weeks,	d 1	.....	.....
1383	Refusal to recognize union rules*	6 weeks,	d 1	.....	.....
1384	Refusal to recognize union rules*	7 weeks,	e 1	.....	.....
1385	Refusal to recognize union rules*	6 months,	e 1	.....	.....
1386	Refusal to recognize union rules*	5 weeks,	1	.....	.....
1387	Refusal to recognize union rules* .....	.....	.....	.....	1
1501	Refusal to recognize union rules* .....	.....	.....	.....	1
1515	Refusal to recognize union rules* .....	.....	.....	.....	1
1913	Refusal to recognize union rules* .....	.....	.....	.....	1
1914	Refusal to recognize union rules* .....	.....	.....	.....	1
2015	Refusal to recognize union rules* .....	.....	.....	.....	1
2016	Refusal to recognize union rules* .....	.....	.....	.....	1
2017	Refusal to recognize union rules* .....	.....	1	.....	.....
2018	Refusal to recognize union rules* .....	.....	1	.....	.....
2020	Refusal to recognize union rules* .....	.....	.....	.....	1
2021	Refusal to recognize union rules* .....	.....	.....	.....	1
	Totals .....	.....	11	.....	9
	BARTENDERS.				
1215	Refusal to recognize union rules	5 months,	d 1	.....	.....
	BOOKBINDERS.				
118	Opposed to contract .....	.....	.....	1	.....
	BRASS WORKERS.				
1325	Saturday half-holiday .....	.....	.....	1	.....
	BREWERY EMPLOYÉS (ALE).				
994	Refusal to leave union and join Knights of Labor ...	.....	.....	.....	1
1575	Refusal to leave Knights of Labor .....	.....	.....	.....	1
2028	Refusal to recognize Knights of Labor .....	.....	.....	.....	1
	Totals .....	.....	.....	.....	3

* Relative to hours of labor. † Also compelled to board with employer. a This firm claims that they are not aware of it. b Conflict between unions of different nationality. c Employer reports damages; had to close three stores. d Retired from business. e Fined \$5 for violation of agreement.

TABLE Y—*Boycotts, Results of—*(Continued).

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
	BRICKLAYERS.				
1363	Refusal to recognize union rules .....	.....	.....	1	.....
1950	To assist plumbers and painters .....	.....	.....	.....	1
	Totals .....	.....	.....	1	1
	BRICK-YARD EMPLOYÉS.				
1787	To assist plumbers .....	.....	.....	.....	1
2063	Refusal to recognize Knights of Labor rules.....	.....	.....	.....	1
	Totals .....	.....	.....	.....	2
	BRUSH MAKERS.				
7	Refusal to recognize union rules .....	.....	.....	.....	1
	BUTCHERS—(BEEF).				
1163	To assist coal handlers .....	.....	.....	1	.....
1163½	Refusal to recognize union rules .....	.....	.....	a 1	.....
1219	Obnoxious foreman.....	.....	1	.....	.....
	Totals .....	.....	1	2	.....
	BUTCHERS—(HOG).				
167	Discharge of union men.....	.....	.....	.....	1
168	Discharge of union men.....	.....	.....	.....	1
	Totals .....	.....	.....	.....	2
	CARPENTERS.				
1002	Reduction of hours .....	.....	.....	.....	1
1004	Reduction of hours .....	.....	1	.....	.....
1147	Reduction of hours .....	.....	.....	1	.....
1320	Refusal to recognize union rules .....	.....	1	.....	.....
1467	Increase of wages .....	.....	1	.....	.....
1986	Employment of non-union men .....	.....	.....	.....	b 1
	Totals .....	.....	3	1	2
	CARTMEN.				
1698	Refusal to recognize union rules .....	.....	1	.....	.....
	CIGARETTE MAKERS.				
6	Use of machinery .....	.....	.....	.....	1
	CIGAR MAKERS.				
163	Reduction of wages	5 weeks..	1	.....	.....
1027	Reduction of wages .....	.....	.....	.....	1
1741	Tenement-house system .....	.....	.....	.....	c 1
1903	Reduction of wages	4 weeks..	1	.....	.....
1960	Rival labor organizations .....	.....	.....	.....	1
	Totals .....	.....	2	.....	3
	CLOTHING CUTTERS.				
281	Increase of hours .....	.....	.....	.....	1
	COACHMEN.				
1685	Increase of wages	2 days....	1	.....	.....
	COOPERS.				
11	To assist coal handlers .....	.....	.....	1	.....
1441	Reduction of hours and increase of wages.....	.....	.....	.....	1
1452	Reduction of hours and increase of wages.....	.....	.....	.....	1
1456	Reduction of hours and increase of wages.....	.....	.....	.....	1
1457	Increase of wages .....	.....	.....	.....	1
1460	Reduction of hours and increase of wages.....	.....	.....	.....	1
1909	Refusal to recognize union rules .....	.....	.....	.....	1
	Totals .....	.....	.....	1	6

a Employer reports some trade lost.
report loss of \$2,500.

b Employer reports great loss.

c Employers

TABLE Y — *Boycotts, Results of* — (Continued).

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
COPPERSMITHS.					
313	Increase of wages and reduction of hours.....	.....	.....	.....	1
FRAMERS.					
1222	Increase of wages * .....	.....	.....	.....	1
1251	Increase of wages and payment of wages due.....	.....	.....	.....	1
1926	To assist brick handlers.....	.....	.....	.....	1
	Totals .....	.....	.....	.....	3
FURNITURE WORKERS.					
1904	Increase of hours .....	.....	.....	.....	1
1906	To assist varnishers .....	.....	.....	.....	1
	Totals .....	.....	.....	.....	2
GLASS BLOWERS.					
19	Apprentices and reduction of hours .....	.....	.....	.....	a 1
GRAIN HANDLERS.					
97	Refusal to handle boycotted freight .....	.....	.....	1	.....
HOD CARRIERS.					
1490	Increase of wages.....	.....	.....	.....	1
1956	To assist plumbers and painters .....	.....	.....	.....	1
	Totals .....	.....	.....	.....	2
HORSESHOERS.					
470	Increase of wages.....	.....	.....	1	.....
471	Increase of wages†	2 weeks..	17	.....	.....
506	Increase of wages.....	.....	.....	.....	1
511	Increase of wages.....	26 days..	1	.....	.....
530	Increase of wages.....	.....	.....	.....	1
531	Increase of wages.....	.....	.....	1	.....
535	Increase of wages.....	.....	1	.....	.....
549	Increase of wages.....	.....	1	.....	.....
1040	Increase of wages.....	.....	1	.....	.....
1052	Increase of wages.....	.....	1	.....	.....
	Totals .....	.....	22	2	2
IRON WORKERS.					
277	Refusal to recognize rules of Knights of Labor .....	.....	.....	1	.....
278	Refusal to recognize rules of Knights of Labor .....	.....	.....	b 1	.....
	Totals .....	.....	.....	2	.....
KNIT GOODS.					
1653	Obnoxious fines .....	.....	.....	.....	1
1754	Refusal to recognize Knights of Labor.....	.....	.....	.....	1
1846	Refusal to recognize Knights of Labor.....	.....	.....	1	.....
	Totals .....	.....	.....	1	2
LABORERS.					
428	Reduction of wages.....	.....	.....	1	.....
LATHERS.					
1596	Rival labor organizations .....	.....	1	.....	.....
LONGSHOREMEN.					
50	Refusal to handle boycotted freight.....	.....	.....	1	.....
65	Refusal to handle boycotted freight.....	.....	.....	.....	c 1
70	Refusal to handle boycotted freight.....	.....	.....	.....	1
107	Refusal to handle boycotted freight.....	.....	.....	d 1	.....

* And to abolish payment of wages in saloons. † 17 firms. a Employers report
 "no effect on sales." b Employer reports: "Think it a benefit." c Employer
 reports: "A slight reduction of business." d Employers report: "Loss of \$7,500."

TABLE Y—*Boycotts, Results of*— (Continued).

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
160	Reduction of wages .....	.....	.....	.....	1
183	Refusal to handle boycotted coal .....	.....	.....	1	.....
192	Refusal to handle boycotted coal and freight .....	.....	1	.....	.....
197	Refusal to handle boycotted coal .....	.....	.....	.....	a1
209	Refusal to handle boycotted coal and freight .....	.....	.....	.....	1
232	Refusal to handle boycotted coal and freight .....	.....	.....	.....	1
243	Refusal to handle boycotted coal .....	.....	.....	1	.....
256	Refusal to handle boycotted coal and freight .....	.....	.....	.....	1
1205	Refusal to handle boycotted coal and freight .....	.....	.....	1	.....
	Totals .....	.....	1	5	7
	LUMBER HANDLERS.				
265	Increase of wages .....	.....	.....	.....	b1
	MARBLE WORKERS.				
1468½	Reduction of hours .....	.....	.....	1	.....
1469	Refusal to recognize rules of Knights of Labor .....	.....	.....	c1	.....
	Totals .....	.....	.....	2	.....
	MUSICIANS.				
1600	Discharge of Knights of Labor musicians .....	.....	.....	1	.....
2002	Refusal to recognize union rules .....	.....	.....	1	.....
2003	Refusal to recognize union rules .....	.....	.....	1	.....
2004	Refusal to recognize union rules .....	.....	.....	1	.....
	Totals .....	.....	.....	4	.....
	PAINTERS.				
741	Reduction of wages .....	.....	.....	.....	1
956	Recognition of Knights of Labor .....	.....	1	.....	.....
1208	Increase of wages .....	.....	.....	d1	.....
1465	Equalization of wages .....	.....	.....	.....	1
1471	To assist marble cutters and carpenters	6 days .....	.....	1	.....
1638	Increase of wages	4 days	1	.....	.....
1641	Employment of non-union men .....	.....	.....	.....	1
1644	Reduction of wages	2 days	1	.....	.....
1645	Refusal to recognize union rules	2 days	1	.....	.....
1646	Increase of wages	1 day	1	.....	.....
1647	Refusal to recognize union rules	7 months	1	.....	.....
1648	Refusal to recognize union rules .....	.....	.....	.....	1
1649	Increase of wages .....	.....	.....	.....	1
1651	Employment of non-union men	5 days	1	.....	.....
1739	Employment of non-union men	4 days	1	.....	.....
1745	Reduction of wages	2 days	1	.....	.....
1790½	Increase of wages and reduction of hours	2 days	1	.....	.....
1814	Increase of wages	14 days	1	.....	.....
1815	Increase of wages	14 days	1	.....	.....
1817	Employment of non-union men	23 days	1	.....	.....
1849	Non-fulfillment of agreement	7 days	1	.....	.....
	Totals .....	.....	14	3	4
	PAPER BAG MAKERS.				
574	Increase of wages .....	.....	.....	.....	e1
	PAPER BOX MAKERS.				
178	To assist knitting mill operatives .....	.....	.....	.....	1
	PEDDLERS.				
1596	Refusal to handle boycotted material .....	.....	.....	.....	1
1597	To assist suspender makers .....	.....	.....	.....	f1
	Totals .....	.....	.....	.....	2

a Employer reports: "Considerable trouble." b Employers report: "Had good results."
 c Employer reports: "Had no effect." d Employer reports: "It improved business."
 e Employer reports: "Not serious." f Employer reports: "Had no effect."

TABLE Y — *Boycotts, Results of* — (Continued).

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
	PLUMBERS.				
39	Refusal to recognize union rules .....		...	...	1
801	Union rules as to apprentices*		13	1	25
877	Union rules as to apprentices		1	...	...
1633	To assist carpenters	2 weeks..	...	1	...
1634	To assist housemiths	10 days..	1	...	...
1635	To assist electric wire men	2 days..	1	...	...
1751	Obnoxious rules	2 weeks..	1	...	...
	Totals		17	2	26
	PRESSMEN.				
759	Discharge of union man		1	...	...
	PRINTERS — (COLOR AND BLOCK).				
1116	Refusal to recognize union rules .....		...	...	1
	PRINTERS — (COMPOSITORS).				
589	Refusal to use plates	8 months.	1	...	...
1857	To unionize shop .....		...	...	1
	Totals		1	...	1
	SALESMEN — (SEWING MACHINES).				
740	Method of payment		1	...	...
	SASH, BLIND AND DOOR MAKERS.				
1026	Reduction of hours .....		...	1	...
	SHIRT MAKERS.				
1165	Employment of non-union men .....		...	...	1
	SHOE MAKERS.				
116	Increase of wages and non-union men .....		...	...	1
292	Increase of wages		al	...	...
1028	Increase of wages .....		...	...	1
	Totals		1	...	2
	SILK RIBBON WEAVERS.				
270	Refusal to recognize union rules	3 months.	1	...	...
463	Reduction of wages	3 weeks..	1	...	...
1658	Saturday half-holiday	2 weeks..	1	...	...
1662	Employment of women as weavers	2 weeks..	...	1	...
	Totals		3	1	...
	STAIR BUILDERS.				
1821	To assist plumbers and painters .....		...	...	1
	STEAM FITTERS.				
1198	Employment of non-union men		1	...	...
	STOREMEN.				
84	Refusal to handle boycotted coal .....		...	1	...
	TAILORS.				
1196	Refusal to recognize union rules .....		...	...	1
1937	Employment of non-union men .....		...	...	1
1938	Employment of non-union men	21 days..	1	...	...
1939	Employment of non-union men	21 days..	1	...	...
1940	Employment of non-union men	14 days..	1	...	...
	Totals		3	...	2
	TIN CAN MAKERS.				
1733	Refusal to recognize union rules .....		...	...	b 1

*Thirty-nine firms.
"harmless."

a Firm failed four months after boycott.

b Employer reports

TABLE Y—*Boycotts, Results of—* (Concluded).

Number of blank.	TRADE OR INDUSTRY.	Duration.	Successful.	Unsuccessful.	Pending.
	TIN AND SLATE ROOFERS.				
899	Increase of wages and reduction of hours.....	.....	....	a 1	.....
	WAITERS.				
1418	Refusal to recognize union rules.....	.....	....	....	1
1483	Objectionable head waiter.....	.....	....	....	1
1487	Refusal to recognize union rules.....	8 months.	1	....	....
1488	Refusal to recognize union rules.....	.....	....	....	1
1174	Increase of wages.....	.....	....	....	1
1838	Employment of non-union men.....	.....	....	....	1
1839	Employment of non-union men.....	14 days...	b 1	....	....
2099	Employment of non-union men.....	.....	....	1	....
2100	Employment of non-union men.....	.....	....	1	....
	Totals.....	.....	2	2	5
	WOOD CARVERS.				
1176	Employment of non-union men.....	13 days...	1	....	....
1872	Reduction of hours.....	6 days...	1	....	....
1874	Increase of hours.....	5 days...	1	....	....
1878	Increase of hours.....	2 days...	1	....	....
1928	Increase of hours.....	3 days...	1	....	....
1929	Increase of hours.....	2 days...	1	....	....
1930	Increase of hours.....	2 days...	1	....	....
1941	To assist cabinet makers.....	.....	....	....	1
	Totals.....	.....	7	....	1

a Employer reports, "made no difference."
business."

b Employer reports that it "did not affect

STRIKES AND BOYCOTTS IN GARDINER & ESTES' SHOP
AND HANAN & SONS' SHOP.

Gardiner & Estes are shoe makers, Fourteenth street and Ninth avenue, New York, a Knight of Labor shop.

Ihder B. Hartt was foreman of a department in their shop. One Potter, an operative, was dismissed by Hartt. Some dissatisfaction being exhibited in the shop at this dismissal, Potter was reinstated until the return of Mr. Gardiner, who was absent. On his return the case was gone into and Mr. Gardiner confirmed Hartt's decision, and Potter was discharged the second time.

The Knights of Labor now demanded that Potter be reinstated and that two other foremen be discharged.

Gardiner compromised by discharging Hartt, who, as alleged, was afterwards followed up and persecuted by Knights of Labor.

Thereupon a charge of conspiracy was made against the Knights of Labor, on which they were eventually held to bail.

Messrs. Hanan & Sons are wholesale shoe makers in Centre street, New York, employing a force that in busy times amounts to 400 hands.

Many of the employés were Knights of Labor, but the firm did not recognize any organization. The knights sought to put a price list into the shop, but Hanan & Sons would not allow it.

In March last a man named Dunphy was at work in the shop. He was not a Knight of Labor. John E. Gill was master workman of District Assembly No. 91, Knights of Labor, and objected to Dunphy's presence in the shop as a "scab." Gill notified Messrs. Hanan that Dunphy must go, and gave the firm until noon of the same day to make up their mind. Hanan did not discharge him, and thereupon a strike was declared, 61 of the employés going out.

[Hartt had at some previous time been in the employment of Hanan & Sons, which perhaps had some influence in the proceedings, although the cases were altogether distinct.]

Gill, Foster, Worley, McDonald and Campbell, the executive committee, were arrested for conspiracy and held to bail.

A *habeas corpus* was then sued out on their behalf and argued before Judge Barrett. The object being to get rid of the case and avoid indictment.

Judge Barrett, however, sustained the arrest and the cause is now in the district attorney's office awaiting trial.

The points submitted on behalf of the Knights of Labor were as follows :

POINTS.

1. The decision of the magistrate is reviewable by the Supreme Court on writs of *habeas corpus* and *certiorari*.
2. The facts alleged in the return do not prove a crime.
3. A conspiracy to commit a crime is not proved.
4. A conspiracy to prevent another from exercising a lawful trade or calling, or doing any other lawful act, by force, threats or intimidation is not proved.
5. A conspiracy to commit an act injurious to trade or commerce is not proved.
6. Labor strikes are not unlawful.
7. Construction of sections 168 and 170 of Penal Code.
8. Judge Barrett's opinion.
9. No strike was proved against relator in this case.
10. The order appealed from should be reversed because (1) there is no common law conspiracy in this State ; (2) there is no proof that the relator has entered into a conspiracy to commit a crime ; (3) there is no proof that he has entered into a conspiracy to prevent another, *by force, threats or intimidation* from doing any lawful act ; (4) there is no proof that he had entered into a conspiracy to commit any act injurious to trade or commerce.

The decision of Judge Barrett was as follows :

BARRETT, J.—The result of my examination of these papers is, that a *prima facie* case has been made out, sufficient to put the relators on trial, or rather to justify the submission of the facts to the grand jury. The difficulty, with the position taken by the learned counsel for the relators is, that here there was no question with regard either to advancement or maintaining the rate of wages. The law, as expressed in the present statute (Penal Code, section 170), permits orderly and peaceable coöperation to effect these ends, and undoubtedly, as an incident to this authorized coöperation, that is to render it effective, a resort to all lawful means of enforcement. Upon this head, the exhaustive opinions delivered by Chief Justice Shaw in Massachusetts (*Commonwealth v. Hunt*, 4 Metcalf, 111), and Chief Justice Daly in this State (*Stevedores v. Walsh*, 2 Daly, 1), are clear and conclusive. Peaceable withdrawal from employment, commonly called a "strike,"

however extensive, is plainly such an incident. Violence, of course, is not, nor is a threat of violence, whether direct or as implied in a disorderly and turbulent strike. It is true that an absolute scale of wages can not be effectively maintained so long as persons outside of the combination work for less than the fixed rate. Yet such persons have a perfect right to so work, and are entitled to protection against lawlessness; that is, to protection not against the peaceable strike, but against violence or threats of violence, direct, or as above suggested, in the form of a disorderly and turbulent strike.

Where, however, there is no relation, direct or indirect, between wages and strike, the combination which brings the latter about for unlawful purposes is a criminal conspiracy. The strike then involves a "diminishing of the quantity of productive labor," which, as was said by Savage, C. J., in the *People v. Fisher* (14 Wend, 18), is "an injury to the community and an act injurious to trade." The judgment in that case, upon this head, is not affected by the later statute; nor is it questioned by the cases already referred to. The unlawful purpose may also be evidenced by force, threats or intimidation to prevent another from exercising a lawful trade or calling (Penal Code, § 168, subd. 5). This last provision was not in the Revised Statutes when the *People v. Fisher* was decided. Consequently the criminal conspiracy doctrine there discussed had reference solely to acts claimed to be injurious to trade and commerce. Here, however, the complaint covers both grounds, namely: acts preventive of the exercise of a lawful calling (subd. 5) and acts productive of "injury to trade or commerce" (subd. 6). It is contended that both these subdivisions of section 168 are limited by section 170; and this is clearly so; but such limitation only goes to the extent of legalizing the peaceable and orderly strike when resorted to in good faith for the authorized purposes.

Sections 168 and 170, as thus construed, are entirely harmonious. That which is lawful under section 170 can not, of course, be unlawful under section 168. In other words, what is permitted by section 170 can not be a conspiracy to commit an act injurious to trade or commerce; nor can it amount to a conspiracy to prevent another from exercising a lawful trade or calling by force, threats or intimidation.

But what is not permitted by section 170 may constitute a conspiracy and be punishable under subdivision 5 and 6 of section 168. I can not, therefore, assent to the doctrine that section 170 authorizes a combination of individuals to compel by means condemned in section 168, all workmen to join the coöperative forces or to punish those who are supposed to be inimical thereto.

This section (170) is a weapon in aid, not of compulsory organization, but of voluntary coöperation. The construction contended for by the relators would make the labor organizations, rather than the courts, the sole judges of whether their acts have any relation to or bearing upon the advancement of wages or the maintenance of the rate. It would enable such organizations to use the wage question, however remote or even imaginary, as a mere pretense to cloak designs entirely foreign thereto. Such was not the legislative intent evinced in either the letter or the spirit of the statute. The latter should be liberally interpreted to give due effect to its beneficent purposes, but it should not, by an unreasonable or strained construction, be turned from a measure of protection into an engine of oppression.

The facts presented to the magistrate tend to show a deliberate purpose to impoverish and crush a citizen for no reason connected in the slightest degree with the advancement of wages or the maintenance of the rate. In execution of that purpose they also tend to show acts injurious to trade and acts preventive (by threats) of the exercise of a lawful calling.

Such facts should certainly be submitted to the grand jury. It follows that the relators were properly committed and that the writs should be dismissed and the relators remanded.

Filed September 29, 1887.

[NOTE.—An appeal against this decision was carried to the Supreme Court, but while this volume is going through the press a decision has been given sustaining Judge Barrett's decision. The court says:

"Strikes should not be allowed to resolve themselves into what the law condemns, namely, the determining that an objectionable person, or 'scab,' should be prevented from working for the support of his family within any district, large or small. This," says the court, "is a conspiracy pronounced, and justly so, to be criminal, and punishable by imprisonment." The court says the testimony makes out a *prima facie* case and dismisses the writ of *habeas corpus*.]

The indictment subsequently preferred was as follows:

COURT OF GENERAL SESSIONS OF THE PEACE.

PEOPLE v. JOHN E. GILL, JOHN FOSTER, GEORGE T. WORLEY, JAMES McDONALD AND JOHN A. CAMPBELL.

The grand jury of the city and county of New York, by this indictment, accuse the above-named defendants of the crime of conspiracy.

Committed as follows: The said defendants, all late of the city of New York, aforesaid, on the 13th day of January, in the year of our Lord, 1887, at the city and county aforesaid, did unlawfully conspire together between and among themselves and with divers other per-

sons, whose names are to the grand jury aforesaid as yet unknown, by force, threats and intimidation to prevent one Ihder M. Hartt, then using and exercising the lawful trade and calling of a boot and shoe maker, and being then engaged by and in the employment of Hubert Gardiner and Charles A. Estes, boot and shoe manufacturers, then and there carrying on business in and by the firm name and style of Gardiner & Estes, as such boot and shoe maker, in the capacity of a foreman in their factory, there situate, from using and exercising his said lawful trade and calling.

And the said defendants, together with the said other persons, in pursuance and furtherance of, and according to the said conspiracy between and amongst themselves as aforesaid, afterwards, to wit: On the day and year aforesaid, at the city and county aforesaid, did unlawfully threaten him, the said I. M. Hartt, that they would prevent him from exercising his said lawful trade and calling, and would procure him to be dismissed and discharged from his said employment, without any just or sufficient cause whatsoever, and for no just reason, and would forever thereafter prevent and hinder him, the said I. M. Hartt, from obtaining employment at his trade and calling, at any boot and shoe factory or shop in the city of New York, or at any place within a great distance of and from the said city.

And the said defendants, together with the said other persons, in the further pursuance and furtherance of, and according to the said conspiracy between and amongst themselves, afterwards, to wit: On the day and in the year aforesaid, at the city and county aforesaid, did unlawfully cause and procure, induce and persuade the said H. Gardiner and C. A. Estes, for no just reason, and without any just or sufficient cause, by means of divers threats, exhortations, solicitations and falsehoods, and against their own free will, good judgment and desire, to dismiss and discharge the said I. M. Hartt from their employment.

And the said defendants, together with the said other persons, in the further pursuance and furtherance of, and according to the said conspiracy between and amongst themselves as aforesaid, afterwards, to wit: On the day and year aforesaid, at the city and county aforesaid, did unlawfully, by means of divers threats, attempt and endeavor to intimidate him, the said I. M. Hartt, and to constrain and coerce him, against his own free will and desires, to leave the said city of New York, and to be and remain away from the said city, and away from the opportunity of obtaining work and employment at his trade and calling, and to induce to that end great fear and apprehension on

the part of him, the said I. M. Hartt, to wit: For the better carrying on the said conspiracy into effect and execution, to the great damage, oppression and grievance of the said I. M. Hartt, against the form of the statute in such case made and provided, and against the peace of the people of the State of New York, and their dignity.

Second Count.

And the grand jury aforesaid, by this indictment, further accuse the said defendants of the same crime of conspiracy, committed as follows:

The said defendants, all late of the city and county aforesaid, afterwards to wit: On the day in the year aforesaid, at the city and county aforesaid, together with divers and other persons whose names are to the grand jury aforesaid as yet unknown, did unlawfully conspire, between and amongst themselves, to induce, coerce and compel Hubert Gardiner and Charles A. Estes, boot and shoe manufacturers, then and there carrying on business in and by the firm name and style of Gardiner & Estes, against their own free will and judgment, without any just or sufficient cause, and for no reason, to dismiss and discharge from their employment then, forthwith and finally, one I. M. Hartt, then being engaged by them and in their employment as a boot and shoe maker, in the capacity of a foreman in their factory there situate, the same being an act injurious to trade.

And the said defendants, together with the said other persons, in pursuance and furtherance of, and according to the said conspiracy between and amongst themselves as aforesaid, afterwards to wit: On the day and in the year aforesaid, at the city and county aforesaid, did unlawfully, by means of divers threats, exhortations, solicitations and falsehoods, induce, coerce and compel the said Hubert Gardiner and Charles A. Estes, against their own free will and judgment, without any just or sufficient cause, and for no just reason, to dismiss and discharge the said I. M. Hartt from their employment, to the grievous prejudice and injury to trade and the common public good and welfare, to the great damage and oppression of the said H. Gardiner and Charles A. Estes and also of the said I. M. Hartt against the form of the statute in such case made and provided, and against the peace of the people of the State of New York, and their dignity.

RANDOLPH B. MARTINE,

GEORGE C. MAGOUN,

Foreman.

District Attorney.

The following statement was drawn up and circulated by the preponderating majority of Hanan & Son's employés :

A STATEMENT BY THE EMPLOYEES OF HANAN & SON.

During the past five months much has been said about Hanan & Son, shoe manufacturers; the Knights of Labor, as represented by District Assembly 91, and a committee from the Manufacturers' Association.

The newspapers of this city have printed many and various reports about an alleged "trouble," which many of them insist exists between the above parties.

Since the manufacturers and the Knights have been given a full hearing, it seems to be but fair and just that the employés of Hanan & Son be allowed an opportunity to state their side of the question.

In 1882 the shoe makers of New York were reorganized under the name: "Manufacturing Shoe Makers' Protective Union, No. 1." In the first year of their existence two hundred and fifty (250) dollars were appropriated for the purpose of assisting legislation in the interest of labor, and in two years upward of nine hundred (900) dollars were expended for benevolent purposes.

Nearly all of Hanan's men were members of this union, several of them holding important and responsible positions in the management of its affairs, while many are still members of it. A permanent fund has been kept up, which is now in bank, a full set of officers, together with books of record, seal, etc.

In 1885 emissaries of the Knights of Labor made their appearance among our members, and with numerous arguments and reasons, made to deceive the youthful and unthinking portion of the same, induced some to join their ranks. The fact that those members were in arrear in dues to their legitimate union was no hindrance to their admission to knighthood, and in spite of the protest of the officers of "Manufacturing Shoemakers' Protective Union, No. 1."

The policy of the knights was, get members properly if we can, but improperly if necessary.

This course was subversive of all known and acknowledged rules as observed and practiced by regular trade unions, and proves the insincerity of the knights.

Hanan's employés were meanwhile divided between the unionists and knights until 1886, when the latter, owing to newspaper notoriety, became more aggressive, and at once began to use threats, that if the unionists would not become knights, without delay, they —

the knights — would strike them out of the factory, adding that since the knights controlled all the avenues of labor in the United States, they — the unionists — would be compelled to submit or starve; this, backed by the newspapers, which never seemed to tire in reporting the strength and power of the “noble order,” caused some of the unionists to surrender, and thereby giving the knights a majority in the factory; this was signalized by the introduction of a price-list of wages so absurd and impractical that it, if carried out, would compel Hanan & Son to do business on a purely benevolent basis, as well as at a loss of twenty thousand (\$20,000) dollars per year.

The question then turned on whether we should insist on the adoption of the new price-list or go to work at the old, which, by the way, was the best paid anywhere for similar work. After some delay the governing knights said we could work at the old rates.

In the fall of 1886 the executive board of District Assembly 91, K. of L. ordered us on strike without apparent cause. We took a vote on it, and the result was 12 votes to strike and 238 to work. Ten days later a strike was ordered under the alleged authority of the general executive board for no visible reason but that 91's executive board desired to make the personal acquaintance of the firm of Hanan & Son; this was accomplished, after which the now disgusted men were permitted to return to work.

A large portion of us at this time began to see that we had made a mistake in quitting the union and joining the knights, while those who remained union men took new courage, and experienced but little difficulty in convincing others that government under the knights was a failure when applied to mechanics. And this was very clearly demonstrated in what followed.

A shop's meeting was called and a committee was appointed, embracing representatives of the various departments in the factory. The business of this committee was to settle all disputes which may arise between the employés and the employer; it was called the “grievance committee.”

Whatever trouble occurred in any of the departments was to be submitted by the sub-committee of that department to the full committee, whose business it was to use their best efforts to remove that trouble, and should the full committee fail in this, then, and not until then, could the district board interfere.

This committee also had power to arrange prices, and in accordance with this did effect terms with the firm of Hanan & Son to last until June, 1888, which was formally approved of at a subsequent shop's meeting.

All this was believed to be the system under which the Knights of Labor were working and we began to feel that we would not be disturbed at our work for at least a year; but this imagined security was of short duration for inside of six weeks one of the departments in the factory was put on strike by order of executive board District 91.

This was the starting point of the last and final trouble made by the Knights of Labor in Hanan's factory. Now, according to the professed and written laws of the order, we defy any one to show that the course pursued in this instance by the executive board of 91 was lawful. In the first place the sub-committee in said department did not report or consult with the main committee, whose duty covered just such matters, and who, if consulted, would in all probability have removed or adjusted the difficulty.

The said department consists of about eight (8), who are termed stock-fitters, and twelve or fourteen (12-14) boys or young men helping about the room. Nobody will contend that these boys know anything practically about shoemaking proper; one of these boys refused to join the Knights, and because of this the whole factory must stop or the boy be discharged.

¶ This is the cause, and only one. When Mr. Hanan made inquiries about the boy, he found that he was an exceedingly faithful and industrious worker, and he said he could find no reason to justify him in discharging such an employe, and appealed to us to sustain him. We at once called a shop's meeting, and almost unanimously voted to stand by our agreement with the firm, satisfied that when trade unionists and the public understood and knew the facts we would be sustained.

A very small part of the employés quit work, including nearly all the boys and a few girls; of course there was little delay in filling their places. The lesson from this experience is, that the order of the Knights of Labor, as interpreted by the district boards, is utterly worthless when applied to mechanics, because, as in this case, it places a boy and a girl on an equal footing with the oldest and most experienced workman; this is as impractical as it is absurd. Some say that "91" exceeded its authority, but if so, why has it not been corrected? The make-up alone of the executive board of 91 is such as to create distrust in the minds of all who are capable of forming an opinion. If anything more was needed to justify our course, it was furnished by 91's chief knight and executive who, in open court, later on, swore that, he "never ordered a strike,

did not know how to order one, had never read the constitution of the K. of L., and that 91 had no by-laws."

In brief, then, Hanan's employes refused to obey an unauthorized and unlawful order.

We have no grievance whatever against our employer. Our wages are better than those paid anywhere else for like work.

The Messrs. Hanan are in no way opposed to organized labor, and we are determined to have home-rule which the Knights, it seems, will not tolerate.

Those of us who joined the Knights did not think that that carried with it the forfeiture of individual and collective judgment, even though it involved the support of our families; but since that seems to be required we object, and, as American citizens, claim the right of choosing through other methods a form of organization, practical in its work, and consistent with all acknowledged principles of trade unions; we have therefore resolved to renew our allegiance to the "Manufacturing Shoemakers' Protective Union No. 1" which fortunately still exists, and a cordial invitation is hereby extended to all other shoe makers in this vicinity who are or who have been imposed on by the petty tyrants of district 91 to join us, where, under wise and lawful rules, we intend to work in the future as in the past, for the best interests of the trade, and to continue to assist in all legitimate ways the cause of the wage-earner.

District 91 whose executive board is trying to interfere with the sale of the goods which we work on, is engaged in an unlawful and unwarranted course, and when charged with it in the presence of a Commissioner of the State Board of Arbitration denied it.

This is both cowardly and contemptible on their part, in not possessing the moral courage to stand by their acts, and they have consequently forfeited what little respect was ever due them.

And we furthermore deem it our duty to call to the attention of organized labor, that while the executive board of District 91 pose as leaders of organized labor, they patronize non-union printers. (See *Daily News*, August 29th).

THE EMPLOYÉS OF HANAN & SON,

Centre and White streets, New York.

September 3, 1887.

MANUFACTURING SHOE MAKERS' No. 1, PROTECTIVE UNION.

LEAVY & BRITTON CASE.

Messrs. Leavy & Britton are brewers in Brooklyn, in a large way of business.

There is an employers' association in the brewing trade, also an employés' association. The name of the former is the Ale and Porter Brewers' Association; the latter bears the style and title of the Ale and Porter Brewers Employés' Association. Messrs. Leavy & Britton are members of the employers' association. John O'Connell is the president of the employés' association, which is attached to K. of L., District 49. Mr. O'Connell seems to have been a very active president, and on an alleged report of grievances in the Leavy & Britton establishment, he procured affidavits from 23 of the Leavy & Britton employés, that they had been threatened with discharge unless they left the employés' association. Armed with these affidavits, Mr. O'Connell appeared before the brewers' association and also before the employés' association and the Central Labor Union, and sought to have Messrs. Leavy & Britton put under boycott. An investigation was made, on which it appeared that Mr. O'Connell was unable to establish his grievance. On the contrary, it was shown that the affidavit-makers were illiterate men, and had made statements of which they did not understand the tenor and effect, and that they had no grounds of complaint against their employers.

The visiting committee issued the following notice:

"This is to certify that a committee from D. A. No. 49, K. of L., consisting of Charles J. Purcell and William A. Wallace, have thoroughly investigated the alleged grievances of the Ale and Porter Brewers Employés' Protective Association against the firm of Leavy & Britton Brewing Company, and have found that there is absolutely no cause for any grievance whatever; that they have examined the different departments, and held private interviews with all their employés, and found in every instance that they, the employés, were perfectly satisfied with the treatment they receive from their employers."

This exonerating decision was not, however, satisfactory to Mr. O'Connell, who continued his interference with the Leavy & Britton establishment. Thereupon Leavy & Britton appealed to the trade and the general public, and brought civil suit against Mr. John O'Connell, and against the Long Island Brewing Company, in

whose employ O'Connell is said to have been, charging them with conspiracy to break down and divert the Leavy & Britton business. The complaint is as follows, omitting technical repetitions:

COMPLAINT.

LEAVY & BRITTON Co., *plaintiffs*, v. THE LONG ISLAND BREWING COMPANY,
JOHN W. BROWN and JOHN O'CONNELL, *defendants*.

Trial desired in the City and County of New York.

SUPREME COURT.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. }

1. Plaintiffs are a domestic corporation.
2. Defendants, Long Island Brewing Company, are a domestic corporation, and competitors in trade of plaintiffs. John W. Brown is president of the Long Island Brewing Company.
3. Workmen of plaintiffs and defendants are members of labor organization, "The Ale and Porter Employés' Protective Association."
4. John O'Connell is and was president of the Ale and Porter Employés' Protective Association, and was in the employ of the Long Island Brewing Company, but is allowed privileges not accorded to fellow workmen, and is permitted to devote a considerable portion of time, during business hours, to individual affairs, and to work of the association.
5. That on or about June 30th the Employés' Protective Association demanded that no person be employed in breweries who was not a member of the association, and threatened a strike against all brewers who would not agree not to employ non-members.
6. That for the purpose of protecting business and property from interference by Employés' Protective Association, an agreement was made:

"NEW YORK, June 30, 1887.

"1. We, the undersigned, brewers in New York and vicinity, bind ourselves, in case of strike or boycott of any sort against any signer of this agreement, not to sell ale or porter to customers of said boycotted brewer, except upon his written request, and do further agree to pay said boycotted brewer one dollar (\$1) per barrel for each barrel so sold and paid for, which payment shall continue until the brewers shall have declared that the boycott has been raised. Albany Brewing Co., Amsdell Bros., Ballantine & Sons, Beadelston & Woerz, H. Clausen & Son Brewing Co., Clausen & Price Brewing Co., C. H.

Evans, P. & W. Ebling, Empire State Brewing Co., Hy. Ferris & Son, Fitzgerald Bros., Flannagan, May & Co., C. P. Hawkins & Sons, Howard & Childs, David Jones Brewing Co., Kattz Bros., Paterson, Kirk & Kelly, Lambeer & Betz, Long Island Brewing Co., T. C. Lyman & Co., Lyons & Sons, Newark; W. H. Miles, Morton Brewing Co., Geo. Malcolm, O'Reilly, Kelly & Fogerty, J. H. Roemer & Co., J. H. Rothman & Sons, Shook & Eberhardt, Streeter & Dennison, David Stevenson, E. Underhill & Son, James Wallace, D. G. Yuengling, Jr."

7. The defendants, Long Island Brewing Company and John W. Brown, conspired with defendant, John O'Connell, to have O'Connell use his position and influence in labor organizations so as to ruin plaintiff and drive it out of business, by inciting plaintiff's workmen to quit work in its brewery, by falsely representing that it was hostile to labor organizations, and through other representations as to condition of plaintiff, all of which were false, and thereupon to incite kindred organizations in sympathy with that of which O'Connell was a member, in combined effort to coerce customers and agents of the plaintiff, to and through whom it sells its merchandise, by threatening the ruin of their business unless they ceased purchasing goods from plaintiff, and by threats of boycotting agents and customers, and of inducing all persons with whom they dealt to cease dealing with them unless they would surrender use of goods sold by plaintiff.

8. Defendants and defendant O'Connell also agreed to send representatives from labor organizations through New York and Eastern States chiefly to plaintiff's customers and agents, to induce them by threats to ruin their business to buy of the Long Island Brewing Company, as well as to cease purchasing plaintiff's goods.

9. In furtherance of conspiracy O'Connell represented to D. A. 49, having a membership of 30,000 laborers in New York city, and to Central Labor Union of New York, having 25,000 members, and to Central Labor Union of Brooklyn, having 20,000 members, and to other labor organizations, that Leavy, the president of plaintiff, had threatened to break up organization of which O'Connell was president, and had made threats against other labor organizations, and to discharge from his employ all men connected with Ale and Porter Employés Protective Associations.

That such representations were false and known to defendant to be so.

That plaintiff and said President Leavy had never threatened to break up any labor organization, nor had plaintiff or said Leavy been hostile to such organization, but on the contrary said M. Leavy and plaintiff had been instrumental in promoting the interest of Ale and

Porter Protective Associations and had never discharged men on account of their connection with any labor organization.

That defendant O'Connell had entertained a personal hostility to plaintiff. That he had repeatedly threatened to ruin plaintiff, and that he would not rest until he had driven said M. Leavy out of the city, and had compelled him to put on an apron and work as a journeyman, and that the aforesaid representations were made by O'Connell in furtherance of the aforesaid unlawful combination between him and other defendants, with mutual intent to injure plaintiff for the benefit of himself and the defendant the Long Island Brewing Company.

10. That O'Connell and other defendants induced the Ale and Porter Employés' Protective Association and labor organizations in sympathy with it to order workmen in plaintiff's employ to quit work.

11. That plaintiff employed others, and that such others were molested and threatened, and in some cases violence used to coerce them to quit plaintiff's employment all under the direction of O'Connell and in furtherance of conspiracy.

12. Merchandise manufactured by plaintiff is consumed by laboring men and sold in New York and Brooklyn, and that saloons are patronized by members of labor organizations of which plaintiff is president, and of other labor organizations of which that is a part or in sympathy with same.

13. After O'Connell in furtherance of conspiracy had incited members of his organization against plaintiff and created a feeling of antagonism among his men toward plaintiff he sent delegates and members of the Ale and Porter Employés' Protective Association and of organizations assisting his organization in correspondence to plaintiff's customers and agents, threatening agents and customers with violation of excise laws in selling on Sunday, and offered protection to such customers if they would cease using plaintiff's merchandise and use the Long Island Brewing Company's goods. Also threatened such agents and customers with boycott, and forbidding labor organizations to patronize places selling plaintiff's merchandise.

14. That defendants caused to be printed and circulated a hand bill as follows:

"Murder, Murder, Boycott. Leavy & Britton, Ale and Porter. They have discharged all their men at the commencement of winter for belonging to the union to let them and their families starve. We ask every workingman and woman not to drink any more of Leavy & Britton ale and porter and not to go into any liquor store where their ale is sold. Help us now in the noble fight and keep the little ones from starving.

"The following are the liquor dealers who are taking Leavy & Britton ale." (Names given, 22 in all.)

15. Specification that plaintiff discharged men for belonging to union wilfully false. Plaintiff never discharged men for such cause.

16. Specific allegation of interference with an agent of plaintiff and the offer of Long Island Brewing Company by introduction through O'Connell that goods were actually furnished by Long Island Brewing Company in consequence of such interference and recommended by O'Connell.

18. Diversion of trade and injury to plaintiff's business.

The quarrel lasted for some time with many meetings and much discussion in the public press. '

[NOTE.—Since the close of this Bureau's official year the difficulty was settled and all proceedings on both side were abandoned.]

MERRITT-AUSTIN BOYCOTT.

Messrs. Merritt are builders and contractors in New York. While putting up a block of buildings between Seventy-third and seventy-fifth streets on West End avenue, New York, they had made contracts with various parties to do branches of the work, and to supply materials, among others with a Mr. Austin, 144 W. Thirty-eighth street, to do plumbing and gas fitting work on the new buildings.

Last year the plumbers of New York waged a long and bitter strike with the employers on the question of apprenticeship (see report of Bureau for 1886). The strike was not settled but wore itself out, the employers retaining their position, the men exhausted, their union still existing, but with a depleted treasury and said to be heavily in debt to other organizations for moneys advanced during the struggle, for relief, disbursements and expenses.

Mr. Austin had in his employ men who had been members of the Plumbers' Union, but now belonged to a society known as the Internationals, which was not in affiliation with the Central Labor Union nor represented by the walking delegate.

Mr. Austin was visited by the plumbers' walking delegate, and his attention was called to the state of affairs, and as alleged, he promised to arrange matters in such a way as to avoid cause of offense if possible. The plumbers and other building-trade delegates were not anxious to "call out;" some of the men could not be "called out" not being union men, besides which the building-trade delegates were anxious to avoid a strike which might become

general and so affect a large number of mechanics. For a short time Mr. Austin manifested a disposition to conciliate; he shifted his men around so as not to excite animosity, and suspended work on part of his contract. This, however, was not satisfactory to the delegates. It looked more like evasion than compliance.

A consultation of walking delegates for the several trades represented in the Merritt buildings was called. These included cornice makers, roofers, plasterers, stair builders, carpenters and framers. The result of the conference was a joint notice by the walking delegates of these unions to Messrs. Merritt that work would be stopped on their buildings unless they discontinued their arrangements with Mr. Austin and the use of his non-union employés.

Messrs. Merritt refused to do so on the ground that they were under contract with the parties and that stoppage of one branch would entail a stoppage to all branches and would eventuate in serious loss. At this time Mr. Merritt's own pay-roll was not less than \$5,000 per week, while their disbursements for labor and materials to the various contractors and employés at work on the buildings would amount to about \$25,000 in all.

This agitation and attempt at interference lasted several weeks. Negotiation was in vain, the delegates persisted in their demand. At length in September, 1887, the Central Labor Union called out all the trades. To this there was a general response, except from the masons, they not belonging to that body. About 300 men obeyed orders and the force at work was very much reduced for a time. Not satisfied, however, with a strike which, though vexatious, was not conclusive, the unions determined on a boycott and notified dealers in materials not to furnish supplies. Some of these, under apprehension of boycott, submitted, but Peck, Martin & Co., brick merchants, refused compliance and were put under boycott.

It is noteworthy that Messrs. Merritt were not themselves employing non-union men on their own share of the work. They even preferred to employ union men as hoping to avoid trouble, and were at some pains to inquire whether the men were in good standing.

One result of this action was that Messrs. Merritt, finding themselves hampered by the action of the delegates, were obliged to buy supplies from outside dealers, thus diverting trade from this State.

Messrs. Merritt thought it expedient as citizens and labor employers to call Mayor Hewitt's attention to their case. The letter was as follows :

NEW YORK, *October 15, 1887.*

HON. A. S. HEWITT, *Mayor :*

DEAR SIR.—We desire to call your attention to the boycott which is at present being enforced in this city against our firm, both directly and through the firm of Peck, Martin & Co. We are carpenters and builders, and have erected several hundred dwelling houses in New York city, during the past few years. Peck, Martin & Co., is one of the largest concerns dealing in building materials in this city. The Central Labor Union is an amalgamated body of different trades, including carpenters, bricklayers, painters, laborers, varnishers, plumbers, etc., having their headquarters in Clarendon Hall. It seems for the past two or three years there have been differences between the journeymen plumbers in the Central Labor Union and their employers or bosses, as they are called, arising, as we are informed, out of an effort on the part of the union to prevent or discourage the hiring of apprentices.

To the entire controversy we are not partners, directly or indirectly. It resulted, however, in a contest between one Austin, a boss plumber, and the union. We happened to have a contract in writing with this Austin for the plumbing work in certain houses amounting to about \$16,000.

Last spring one Farrell, a walking delegate from the union, demanded that we should discharge Austin's men. The result, after negotiations and compromises between Austin, Farrell and ourselves, was that about September 17, Farrell called off from our buildings between Seventy-third and Seventy-fifth streets all the union plumbers, stair-builders, carpenters, roofers, framers, plasterers, and laborers. The bricklayers and stonecutters remained with us, and we have endeavored to supply the places of the strikers with Knights of Labor and other non-union men with considerable success. Finding that this boycott of labor did not succeed as well as was expected, the union has declared a boycott of materials against us. About October 6, delegates from the Central Labor Union visited the places of all the leading dealers in building materials, including Peck, Martin & Co., Canda & Kane, John Bell & Co., Candee & Smith, W. K. Hammond and others, and forbid them to sell us any material under penalty of boycotting. All the New York dealers thereupon refused to sell us any material, with the exception of Peck, Martin & Co.

The result to Peck, Martin & Co., of their continuing to sell us, is that on October 8 a boycott was declared against them, and all of their employés have left their service. The immediate consequence to-day is that the building of 60 dwelling houses on which we are engaged, besides scores of others which are actually needed, is delayed and hindered, and \$2,000,000 of real estate is tied up, the distribution of 1,500 tons of building material a day through the city has been stopped indefinitely, and a serious check has been given the whole building interest. The injurious consequence in deterring building operations and driving the market for building materials out of New York city, can not be estimated. All this has been done by a notorious conspiracy, successfully organized and carried out in violation of the common law of the State. It seems to us that we are justified in assuming that such a crime arises to the height of a public wrong in the broadest sense, and in calling your attention, as executive of this city, to the fact that, under the pretense of establishing "union" among workingmen, an irresponsible despotism is being set up outside of the laws, and is executing its decrees by terrorizing the business community and endeavoring to ruin all who dare to resist it.

It is safe to prophesy that, should it become permanently established, the business of New York city will receive an injury from which it will not soon recover.

Yours very respectfully.

WILLIAM J. MERRITT & CO.,

1207 Ninth Avenue.

The mayor replied to the letter, saying:

"You seem to be aware that the mayor has no authority to grant you the redress to which you are entitled; but, as I understand it, you wish an expression of opinion from me which in some way or other may turn out to your advantage. I can only say that during my canvass for the office to which I was elected, and since I have been in office, I have not hesitated to denounce the illegal operations of the boycott, and the infringement upon personal liberty which is involved in it. If I were in your place I would make a complaint to the district attorney, and ask for the indictment of the persons who interfere with you. Under the decisions of the courts you can have the conspirators punished, and you can relieve yourself from the operation of the despotic policy which they see fit to pursue. As good citizens you are bound to take this course, and the sooner you take it the sooner you will be relieved from the outrages of which you justly complain."

As a natural sequence to the mayor's advice, an application was made to Police Justice John J. Gorman, at Jefferson market, for a warrant to arrest 5 walking delegates upon a charge of conspiracy. Such warrants were prepared for the following persons: Robert J. Armstrong, of No. 519 West Fiftieth street, of the Cartmens' Union; Owen Harney, varnisher, of No. 204 East Twenty-ninth street; Edward McLaughlin, painter, of No. 17 Vandam street; Peter J. Kiernan, encaustic tile-layer, of No. 1321 Second avenue, and James McDonald, of the Brick Handlers' Union. Some of these persons were arrested.

A sweeping and detailed complaint of conspiracy was made against them by Robert J. Hollister, of the firm of W. J. Merritt & Co. He charged that on October 7th, these five men formed a conspiracy to prevent the firm from carrying on its business as builders, by calling out the workmen and preventing complainant from buying brick and building materials from the following concerns; Peck, Martin & Co., Canda and Kane, Candee & Smith, and John Bell, although the firm of Merritt & Co, was always ready to pay for its material when ordered. Upon the date mentioned, complainants were refused material by all the firms except Peck, Martin & Co. When asked why they would not fill the orders, each firm said it had been forbidden to do so by the delegates of the unions, the result of which was that \$2,000,000 worth of real estate was tied up. The same day and the day following, continued Mr. Hollister, these same walking delegates endeavored by force and threats to prevent Peck, Martin & Co. from selling a boat-load of brick, and did prevent William K. Hammond from delivering another load which lay at the foot of West Seventy-ninth street. No workmen could be employed to deliver the brick, because the firm of Merritt & Co. had been boycotted. On one occasion, complainants allege, the delegates threatened the captain of the boat. In consequence of this, complainants claim, they have sustained great injury and been delayed in the erection of their buildings, the cost of which has been enhanced by the necessity of procuring materials outside of the city, and they have lost the interest on the amount invested.

Robert C. Martin, of Peck, Martin & Co., said that he customarily delivered 1,600 tons of building materials a day. He was informed by Henry P. Hendren, the foreman, that Robert J. Armstrong had called at the firm's place of business, foot of West

Ninety-sixth street, and desired Hendren to tell the members of the firm that he, Armstrong, was walking delegate of the Cartmen's Union, and that if Peck, Martin & Co. did not cease delivering material to the boycotted builders the business of the firm would be stopped. The next day, witness alleged, Armstrong, accompanied by the other four accused delegates, visited another office of the firm, foot of West Thirtieth street. Harvey acted as spokesman and said that he and his companions had been appointed to wait upon the firm and tell them that they had secured a promise from other brick commission merchants not to sell bricks for any work to be done by Merritt & Co., the promise to remain in force during the strike against Merritt & Co. Witness said to them that it was not a fair request to make, and asked what the consequences of a refusal would be. Harvey replied that the committee could not answer, but would report to the board of walking delegates. Witness asked if they would stop the firm's business. Kiernan replied that they probably would.

Three days later the cartmen and drivers stopped work and gave no reason for doing so. The brick handlers in the six yards of the firm in various parts of the city also refused to work.

William K. Hammond of No. 624 West Thirtieth street, testified that previous to October 6, he sold a boat load of brick to Merritt & Co., and was about to be unloaded, when Walking Delegate Armstrong entered his office and said witness must take it away, and not to let it be delivered to Merritt & Co., or he would be boycotted, and that any brickmaker whom witness sold for, would be notified. Half an hour later Armstrong returned to the office and said: "We have traced this sale, and now you must give me an order to the captain of the barge directing him to stop unloading, or you will be held liable by the society, and you will be boycotted for selling to Merritt and Co."

These proceedings were only in a preliminary stage at the time of closing this report.

PART III.

EARLY CLOSING AND HOLIDAYS.

EARLY CLOSING AND HOLIDAYS.

The last session of the Legislature in this State was signalized by a remarkable act in reference to the holidays and intermissions from labor by the working people.

Chapter 289 is entitled "An act to further amend chapter 27 of the Laws of 1875, as amended by chapter 30 of the Laws of 1881, entitled 'An act to designate the holidays to be observed in the acceptance and payment of bills of exchange, bank checks and promissory notes, and relating to the closing of public offices.'"

The act enumerates the public holidays, recognizing those which had already been sanctioned by custom and usage and adding others, legalizing all for limited purposes and making them obligatory in certain specific cases. The days, as set forth, are: New Year's day, Washington's birthday, February 22; Decoration day, May 30; Independence day, July 4; Labor day, first Monday of September; Christmas day, December 25; any general election day in this State; "every Saturday, from 12 o'clock at noon until 12 o'clock at midnight, which is hereby designated a half-holiday," and the day appointed by the Governor of this State or the President of the United States as a day of thanksgiving or fasting. These shall, for all purposes whatever, as regards the presenting for payment or acceptance, and of the protesting and giving notice of the dishonor of bills of exchange, bank checks and promissory notes, be treated as Sunday and as public holidays, and all such bills, etc., shall be presentable on the business day next succeeding such holiday. In the case of the Saturday half-holiday, notes due on Saturday, but not presented, are presentable, and (by implication) payable on the following Monday, while all such days and half-days shall be considered "as Sunday," and as public holidays or half-holidays in the public offices of this State or counties of this State. (The Sunday or Sabbath observance is regulated by a section of the Penal Code.)

Another section (the act has only two), provides that when New Year's day, Washington's birthday, Decoration day, the Fourth of

July or Christmas day falls on a Sunday, the following day shall be deemed a public holiday, and presentation of notes and checks, etc., shall go over until the next following business day.

Legal ingenuity may perhaps be able to raise some question over the exact meaning of these sections, the wording being somewhat intricate, but the ordinary, non-legal person finds in it a confirmation of the Sunday rest for all, with holidays on certain days to public employés and days of grace for checks, notes, etc., on dates mentioned which include Labor day and Saturday half-holidays.

The Sabbath observance is thus defined in the Criminal Code, section 259.

"The first day of the week, being by general consent set apart for rest and religious uses, the law prohibits the doing on that day of certain acts which are serious interruptions of the peace and religious liberty of the community."

Persons who observe another day as Sabbath are permitted so to do.

Section 266 prohibits the carrying on of trades, manufactures and mechanical employment, except as works of necessity.

Section 267 prohibits "all manner of public selling or offering for sale of any property on Sunday, except articles of food and certain specified articles."

Notwithstanding these provisions, it is notorious that a certain amount of illegal and unnecessary trading is carried on, and this breach of the law is one of the points insisted on in the early closing movement.

The enormously increased production of modern times by the aid of machinery involves great displacement of skilled manual labor, a partial remedy for which displacement may be found in the diminution of working hours. The logic of this has been seen by the workers, and its reasonableness has been conceded by most fair-minded employers. Others have, however, refused concessions and have thereby compelled a resort to agitation.

The leading purpose of the short-hour movement in which a large majority of the wage-earners have been recently engaged, was for the limitation of hours in the mechanical and day labor trades. The handicraftsmen and day laborers form a powerful body, capable of aggressive action; they are also actuated by a spirit of self-sacrifice, which is always needed in any great enter-

prise; moreover, they are united in effort and act in concert, and the result of their agitation has been considerable success, won by persistent energy and determination. A contemporaneous movement for early closing has been instituted by those other numerous wage-earners, the clerks and salesmen.

The early closing movement, though equally just and proper, has, however, been less successful, from various causes; the great public had to be brought into coöperation, and they have not taken to the movement as generously as might have been expected, while the clerks and salesmen have not been as united in spirit or as thorough in action as the mechanics and workmen.

The steps taken by the two classes of workers for a relief of their grievances have been characteristic of their condition and position. The mechanic or tool-handler is more independent and self-assertive; he is a doer and a maker, acting in concert with his associates, and has only to deal with his employer or the foreman; the clerk and salesman or saleswoman has to deal with customers, and the habit of self-assertion must be restrained, the arts of persuasion and conciliation being of the first importance. Hence, the vigorous and outspoken labor agitation in public meetings and strikes has been in the main confined to mechanics and artisans. In a quiet way, however, the clerks and store employés have made protest against long hours and have organized unions and associations for mutual support and encouragement in their effort to make their position known and to justify their appeals for relief.

The movement has realized results that encourage its promoters and justify hopes of further progress in the near future. The Saturday half-holiday and the early closing are for the good of the store clerks and saleswomen, just as the nine hours a day is for the benefit of the mechanic and day laborer. Their main difficulty has been with the customers. It is to the honor of many leading merchants and traders in the cities of this State, that they have shown willingness to accede to the wishes of their employés in this matter; some indeed have even anticipated the legal Saturday half-holiday during the summer months, while others have closed every day at six or seven o'clock all the year round, except in holiday season, when the pressure of trade and the urgency of customers require the long hours. It is only to be regretted that this liberal spirit has not been more general. The prominent

excuses for non-coöperation, in the laudable effort to reduce hours of labor are, that there is a public demand for late hours in certain classes of trade and in certain localities; furthermore, that if one large store refuses to concede the early closing rule, all in the neighborhood must, in self-defense, hold to long hours, not through greed of gain, but to prevent diversion of custom; and lastly, Saturday is pay-day, and family purchases are for that reason made on Saturday night, which is notoriously the busiest of the week, except for the wealthier customers.

The clerks and salesmen, recognizing that moral suasion was their best method, have agitated by appeal, made through the press, and by circulars to heads of families and known customers. Eminent clergymen, influenced by conviction of the righteousness of the cause, have lent their aid without distinction of creed, and men well known in politics and public life have been active on the platform. Even great traders and employers have appeared in public to openly declare the advisability of the Saturday half-holiday, adding that "their clerks and salesmen work better and more cheerfully by having shorter hours." Right-minded employers, as already intimated, have no personal feeling in the matter; they are willing if the public is willing, and their sentiment is expressed in circulars issued broadcast, of which the following is a sample:

"To the Public:

"The clerks and salesmen section of the Central Labor Union, having been assured by storekeepers that the early closing of stores in the evening meets with their approval, and that they are willing to close at 7 P. M., provided that purchases can be made by that time; we, therefore, ask that you will make all purchases before that time, and thereby release many thousands of employes from unnecessary hours of toil."

The following circular also sets forth the argument for "early closing," simply and effectively:

AN APPEAL.

"Do no shopping after 6 P. M. Saturday. Why?

"*First.* Because it is not right to keep employes on their feet in stores from 8 A. M. until 10 or 11 o'clock at night.

"*Second.* It unfits them, morally and physically, to enjoy the following Sunday as it was intended they should; and,

“Third. Experience has proved that those business houses which have closed at 6 P. M. throughout the year have been successful beyond their anticipation, while scores of business firms which kept open late at night have either failed or gone out of business. We ask sympathy and coöperation.”

Among the trade employers who have gone into this peaceful and orderly agitation, this Bureau has cognizance of the book-keeper and office clerks, clothing clerks, dry goods clerks (various associations), drug clerks, furniture and carpet salesmen, hat salesmen, shoe salesmen, tea and grocery clerks.

BROOKLYN.

THE EIGHT-HOUR DAY.

In May last a deputation of citizens waited on Mayor Whitney of Brooklyn, to ask the enforcement of a State law and city ordinance, which fixed the city's working day at eight hours. This law has been in operation seventeen years. The committee complained that the law was violated on the Brooklyn bridge. It was alleged that men employed worked their eight hours and drew their pay, besides which, they worked over-time and got extra pay, whereas there were many unemployed citizens who would be glad of this employment.

HOLIDAYS IN GREAT BRITAIN.

While the laws and usages of other countries are not of authority in this country, it is worth while to refer to them as means of information and guidance in matters of common experience. British workmen have made the subject of short hours and holidays one of inquiry, and have come to some conclusions worthy of attention. Premising that wages in Great Britain are very low and that there are nevertheless immense numbers of unemployed, both male and female, the Trades Union Congress is strongly in favor of an eight-hour day, and is against over hours. It contends that the short hours would be the means of giving employment to a large number of unemployed, now half-starved or dependent on public charity ; also that the usage of over-time work is an injury to trade and tends to limit the field of employment.

At the general convention of last year, the members were of unanimous opinion that the nine-hour day already obtained, should be reduced to eight hours, and that over-time should be abolished, the only question being whether this change should be achieved by resolution of the unions themselves, or by act of Parliament, some being of opinion that legislative enactment would have more cogent influence on employers.

An immediate effect would be that the immense number of unemployed would become wage-earners instead of being dependent on public charity, and that employment would be steadier for those at work, in place of the uncertainty caused by so large a proportion being unemployed and ready to take the place of those who fall out of the ranks of regular employment. It was perceived that it might perhaps have the effect of lessening wages by the loss of one hour ; on the other hand, there would be an increase of purchasing power among the whole mass and the vicious system of over-time work should be abolished.

The full Saturday holiday was in like manner approved by the convention after full debate, in which many men of high standing in the labor ranks took part. The resolution passed ran as follows :

“That in the opinion of this congress, the time has arrived when it is absolutely necessary that the workmen of this country should be called upon to express their wishes for or against an eight-hour day and a full Saturday holiday, and that the parliamentary com-

mittee be therefore instructed during the year to obtain a plebiscite of the members of the various trades unions of the country upon this important question, and whether, if approved, such reduction of hours shall be brought about by the trades unions themselves, or by means of an eight-hour bill."

The public holidays of Great Britain are regulated by both law and usage. The legal holidays, as fixed by acts of Parliament, passed in 1871, in England, are Easter Monday, Whit Monday, the first Monday in August, December 26, and such days as may be appointed by proclamation. Besides these, Christmas day is a close holiday. Good Friday and several other days are also holidays of usage, though not legal holidays. Among these may be counted fair days, race days, and many days of local celebration and observance. It is the custom for Parliament to adjourn on Derby day.

In Scotland, the legal holidays are New Year's day, Christmas day, Good Friday, first Monday in May, first Monday in August.

In Great Britain a law was passed in 1878, giving eight half-holidays between March and October, to women and children in factories and workshops. These may be commuted by the employer into four whole holidays.

Inquiries of employés in various trades establish the fact that the Saturday half-holiday is an invariable custom (not a law) in all leading mercantile houses in London, Liverpool, Manchester and Glasgow.

One informant says, on the authority of men who have lived most of their time in London, that "all banks are closed at noon on Saturdays, and that there is a law compelling them to close; also, that insurance companies, exchanges and government offices follow the same custom."

PART IV.

CONSPIRACY PROSECUTIONS
AND
CONSPIRACY LAWS.

Conspiracy Prosecutions and Conspiracy Laws.

The prosecutions for conspiracy growing out of labor disputes during the past year have been less sensational than those of 1886. But the legal points passed upon have been far more important.

A test case involving the construction of the saving clause of section 170 of the Penal Code has been decided by an eminent judge, and an appeal from his decision is now before the higher courts.

Shoe makers are the defendants in the action referred to, and by a singular coincidence all the leading conspiracy prosecutions in America have grown out of shoe makers' strikes, and each has presented a similar state of facts. In the New York Cordwainer's Case, in *People v. Fisher* in the Philadelphia Cordwainer's Case, in the case of the Pittsburgh shoe makers, and in *Commonwealth v. Hunt*, members of shoe makers' organizations were arraigned for striking against non-union labor. In the first four of these actions the defendants were convicted, in the last they were acquitted. During the interval of over three-quarters of a century between the ruling of Mayor Radcliff, and that of Judge Barrett, strikes for objects held illegal in the first instance have increased a thousand-fold, and organizations which seek to benefit their members by the means declared criminal in the earlier cases have continuously existed, and have openly conducted their operations.

The conspiracy laws have certainly neither suppressed nor diminished the alleged abuses at which they are aimed.

During all this time there has been but little dispute in New York as to what the law was. Since 1830 conspiracy has been defined by the statutes, which, while slightly ambiguous, yet were early construed in unmistakable language.

The Cordwainer's Case was decided in 1810. Then the revisers of 1830 codified the common law, as they viewed it, and their work

was passed upon and approved in *People v. Fisher*. An eminent jurist in Massachusetts, in a well considered opinion, arrived at somewhat different conclusions as to what the common law on the subject was, but in this State the earlier rulings have scarcely been shaken.

But the combinations so declared illegal have flourished openly during all these years.

When the Cordwainer's Case was decided combinations of workmen and traders were forbidden in England by stringent enactments. Since then by a series of remedial statutes the old laws on labor combinations have been radically changed, and concerted action is no longer an element of criminality so far as workingmen are concerned. Statutes against engrossing, etc., have also been repealed, and if combinations of traders to control prices are still criminal, the laws against them are not enforced.

In New York State on the contrary, the statutes directed against combinations of workmen have steadily widened and become more stringent. Section 170 of the Penal Code, it was supposed by workmen protected trade unions so far as the ordinary methods of such bodies were concerned.

Judge Barrett in the *People ex rel. Gill*, declares that the section means precisely what it says and no more. He refuses to extend the language so as to legalize permanent combinations, and finds that the only thing permitted is a peaceable strike for wages.

There can hardly be a doubt that the decision of the learned judge will be upheld by the appellate courts.

THE PEOPLE EX REL. GILL AND OTHERS.

This matter came before Judge Barrett on two writs of *habeas corpus* and *certiorari*, to review the decision of a police justice holding certain defendants for the grand jury on two separate complaints.

John E. Gill, John Foster, L. Worley, James McDonald and John Campbell were members of the executive board of District Assembly No. 91, of the Knights of Labor, which is a trade district, composed exclusively of persons engaged in the shoe manufacturing business.

The first complaint was made by Ihder B. Hartt. It appears that in the shoe making trade each shop's crew forms a suborganization under the control of the District Assembly. Gardiner &

Estes' factory was a union shop, but whether there was an agreement with the firm to that effect does not clearly appear.

The firm employed Hartt as foreman. The shop's crew objected to his engagement in that capacity before he had actually assumed charge, declaring that he was an old-time "scab," and that he would endeavor to break up the shop organization. The matter was, however, adjusted in some way and Hartt went to work.

Some 3 months later Hartt discharged a union man named Potter on a charge of swindling the firm. The shop's crew demanded that Potter be reinstated or criminally prosecuted. He was reinstated temporarily pending the return of the head of the firm who promptly discharged him as soon as he learned the state of affairs.

The men sent a committee to Mr. Gardiner and claim that he agreed to meet the district executive board, but that pending their arrival Hartt discharged all hands, and that a strike was not formally declared till after the men were out. Hartt claims that the district had decided to call out the men before he discharged them.

The executive board had a number of conferences with the Manufacturers' Association and Hartt was finally discharged and the strikers reinstated. Hartt went to Baltimore, and asserts that he found it impossible to secure or retain employment being followed by the Knights of Labor with threats of a strike wherever he applied for work.

There was a conflict of testimony as to the language used by members of the district board, in their conference with the employers. The Knights claim they stated that none of the strikers *would* return to work unless Hartt was discharged, and that no Knight of Labor *would* work with him thereafter. Some of the employers insist that the defendants declared that none of the shop's crew *could* return, and that no Knight of Labor *could* work with him, etc. One would be the statement of the fact, and the other in the nature of a threat.

The second complaint grew out of a strike in the shop of Hanan & Son. A conflict of testimony was developed here as to whether an agreement had been made by the firm to employ none but Knights of Labor. The discharge of a non-union man named Dunphy was demanded by the defendants, on complaint from the shop's crew. A strike and boycott followed the firm's refusal to comply.

The complaint in each case charged conspiracy :

1. To do acts injurious to trade and commerce.
2. To prevent, by threats, a person from exercising a lawful trade or calling.

The provisions of the Penal Code applicable were as follows :

§ 168. If two or more persons conspire * * * to prevent another from exercising a lawful trade or calling, or doing any other lawful act, by force, threats, intimidation or by interfering or threatening to interfere with tools, implements or property belonging to or to be used by another, or with the use or employment thereof; or * * * to commit any act injurious to * * * trade or commerce, * * * they are guilty of conspiracy.

§ 170 * * * The orderly and peaceable assembling or coöperation of persons employed in any calling, trade or handicraft, for the purpose of obtaining an advance in the rate of wages, or of maintaining such rate, is not a conspiracy.

Counsel for the defendants argued that the word "threats," used in section 168, meant threats of force or violence, calculated to produce fear; that no threats having been made to Hartt, or in his presence, he could not have been influenced thereby.

But the chief reliance of the defense was section 170. It was claimed that under the clause permanent associations for the maintenance of wages were contemplated; that to keep such bodies together the integrity of the organizations must be preserved; that strikes against non-union men were indirectly at least for the maintenance of wages; and that section 170 modified the clauses of section 168 to the extent of permitting all that the latter forbade, provided it were done peaceably, by workmen with the direct or ultimate object of raising or maintaining wages.

The other side insisted that the saving clause simply permitted a strike for wages and that all other combinations must be judged by the statute as previously interpreted.

THE DECISION.

Judge Barrett held that under section 170 strikes were permissible only when wages were directly at issue.

He also intimated that if a strike were turbulent or disorderly it would not be within the purview of the saving clause, showing a disposition to give full effect to the word "peaceable."

The decision in full is as follows :

BARRETT, J.—The result of my examination of these papers is, that a *prima facie* case has been made out, sufficient to put the relators upon trial or rather to justify the submission of the facts to the grand jury. The difficulty with the position taken by the learned counsel for the relators is, that here there was no question with regard either to advancing or maintaining the rate of wages. The law, as expressed in the present statute (Penal Code, § 170) permits orderly and peaceable coöperation to effect these ends, and undoubtedly, as an incident to this authorized coöperation—that is, to render it effective—a resort to all lawful means of enforcement. Upon this head, the exhaustive opinions delivered by Chief Justice Shaw in Massachusetts (Commonwealth v. Hunt, 4 Metcalf, 111), and Chief Justice Daly in this State (Stevedores v. Walsh, 2 Daly, 1), are clear and conclusive. Peaceable withdrawal from employment, commonly called a “strike,” however extensive, is plainly such an incident. Violence, of course, is not, nor is a threat of violence—whether direct or as implied in a disorderly and turbulent strike. It is true that an absolute scale of wages can not be effectively maintained so long as persons, outside of the combination, work for less than the fixed rate. Yet such persons have a perfect right to so work, and are entitled to protection against lawlessness ; that is, to protection not against the peaceable strike, but against violence or threats of violence, direct, or as above suggested, in the form of a disorderly and turbulent strike.

Where, however, there is no relation, direct or indirect, between wages and strike, the combination which brings the latter about for unlawful purposes is a criminal conspiracy. The strike then involves a “diminishing of the quantity of productive labor,” which, as was said by SAVAGE, C. J., in *The People v. Fisher* (14 Wend., 18), is “an injury to the community and an act injurious to trade.” The judgment in that case, upon this head, is not affected by the latter statute; nor is it questioned by the cases already referred to. The unlawful purpose may also be evidenced by force, threats or intimidation to prevent another from exercising a lawful trade or calling (Penal Code, section 168, subdivision 5). This last provision was not in the Revised Statutes when *The People v. Fisher* was decided. Consequently the criminal conspiracy doctrine there discussed, had reference solely to acts claimed to be injurious to trade and commerce. Here, however, the complaint covers both grounds, namely: acts preventive of the exercise of a lawful calling (subdivision 5), and acts productive of “injury to trade or commerce” (subdivision 6). It is contended that

both these subdivisions of section 168 are limited by section 170; and this is clearly so; but such limitation only goes to the extent of legalizing the peaceable and orderly strike when resorted to in good faith for the authorized purposes.

Sections 168 and 170, as thus construed, are entirely harmonious. That which is lawful under section 170, can not of course be unlawful under section 168. In other words, what is permitted by section 170, can not be conspiracy to commit an act injurious to trade or commerce; nor can it amount to a conspiracy to prevent another from exercising a lawful trade or calling by force, threats or intimidation.

But what is not permitted by section 170, may constitute a conspiracy and be punishable under subdivision 5 and 6 of section 168. I can not therefore assent to the doctrine that section 170 authorizes a combination of individuals to compel by means condemned in section 168, all workingmen to join the coöperative forces, or to punish those who are supposed to be inimical thereto.

This section (170) is a weapon in aid not of compulsory organization, but of voluntary coöperation. The construction contended for by the relators would make the labor organizations, rather than the courts, the sole judges of whether their acts have any relation to or bearing upon the advancement of wages, or the maintenance of the rate. It would enable such organizations to use the wage question, however remote or even imaginary, as a mere pretense to cloak designs entirely foreign thereto. Such was not the legislative intent evinced in either the letter or the spirit of the statute. The latter should be liberally interpreted to give due effect to its beneficent purposes, but it should not, by an unreasonable or strained construction, be turned from a measure of protection into an engine of oppression.

The facts presented to the magistrate tend to show a deliberate purpose to impoverish and crush a citizen for no reason connected in the slightest degree with the advancement of wages or the maintenance of the rate. In execution of that purpose they also tend to show acts injurious to trade, and acts preventive (by threats) of the exercise of a lawful calling.

Such facts should certainly be submitted to the grand jury. It follows that the relators were properly committed, and that the writs should be dismissed and the relators remanded.

Filed September 29, 1887.

Organized workmen are undoubtedly much disappointed at the construction given to this part of section 170. The clause was passed under a demand of the labor societies that the ordinary

acts of trade unions be excepted from the operation of the conspiracy law, and workmen have generally assumed that such was the effect of the amendment to the Penal Code. But the language of the section would have to be stretched to admit of such a construction.

CONSPIRACY.

Conspiracy is an inchoate, preliminary or auxiliary crime, analogous to an attempt.

Combination is always a means to secure a desired end. If the end is unlawful the combination becomes a conspiracy.

A conspiracy is usually defined as a combination "to do an unlawful act or a lawful act by unlawful means."

It is a very absurd definition. It is not an antithesis, but a clumsy repetition. For instance, the second branch is often illustrated by saying that if a number of persons engaged in conducting a lawsuit should combine to win by procuring perjured testimony they would come within that part of the above definition. A moment's thought will show that the lawsuit supplies only the motive and that the combination is one to do an unlawful act, *i. e.*, procure perjured testimony.

The definition is worse than useless.

Like a great deal of the law of conspiracy the phrase is twisted completely from the sense in which it was originally used. As a definition it was repudiated by its author, Lord Denman. It is retained, apparently, to give color to the claim that combination in itself is criminal, a doctrine which finds few supporters now.

COMBINATIONS.

Combinations may be roughly divided into 4 classes :

1. Combinations which benefit non-members without materially benefiting members.
2. Combinations which benefit members without injuring non-members.
3. Combinations which injure non-members without benefiting members.
4. Combinations which benefit members and directly or indirectly injure non-members.

An instance of the first would be a charitable association for the relief of distress.

The second class would embrace such bodies as literary societies and social clubs.

There are probably no permanent examples of the third class, but such combinations are not entirely unknown.

Within the fourth division the great mass of combinations would be included. In our complex society it is hardly possible for any two or more persons to combine without making life more difficult for all or some of those outside.

For instance a temperance society certainly decreases the business of those in the liquor trade. People will in unison pledge themselves to abstain from intoxicants who would never think of doing so individually. Yet no one would be idiotic enough to wish to have temperance or even prohibition clubs declared criminal combinations.

Fraternal societies—as the Free Masons and Odd Fellows—are in the same category. The members aid one another and by acting in concert secure advantages for each. But this certainly makes it more difficult for those not members to achieve success.

The great bulk of combinations—trade, social, religious, fraternal and political—are within the division under review. The trust, the pool, the trade union, the lodge, the church corporation, the party seeks alike to benefit members. Each alike injures, proximately or remotely, those who are not members.

It is most difficult to decide which combinations are beneficial and which should be suppressed. It is a tangle of conflicting equities, of opposing rights. A great majority of our people belong to combinations of some kind or another. Probably 99 per cent. of these combinations are based on pure selfishness. Few would care to live in a state of society where everybody was merely a unit in an aggregation, and in such a state of society the jarring between the various organizations would surely be constant and terrible. On the other hand without combination progress is impossible. The history of civilization is a tale of continuous and successive combination.

The average citizen seems to think it is right for him to associate, but wrong for opposing interests to combine.

The railroad king will come from his pool meeting and denounce the labor pool which seeks to regulate the hours and wages of his employes. The labor leader will curse monopoly while insisting vigorously on the enforcement of the card rule.

The oil trust magnate is seized with a fierce love for individual freedom of contract when a committee from a trade union or district assembly comes to ask an advance of wages on behalf of his men, while the Knight of Labor chieftain will on one day enlarge upon the necessity of complete organization and unity of action on the part of all laborers, and on the next will appeal to the government to suppress exchanges where food products are cornered.

If one reads the reports of a meeting of a business combination, say the Bankers' Association, one can not help being struck with the unselfish devotion of the good men who are there united for the sole purpose of extending trade and increasing the prosperity of the country.

Then, if one reads the speeches at and transactions of a general assembly of the Knights of Labor, one is lost in admiration of the spirit of broad philanthropy which has brought these men together. They are associated to advance the common weal; they combine to secure and preserve the rights of labor because the well-being of the nation and the permanence of free institutions depend on the material condition of the worker—the base of the social fabric.

Both classes are honest, neither are hypocrites.

But yet the average Knight of Labor regards the average banker as a blood-sucker, a bloated monopolist fattening on governmental privileges at the expense of the people.

While the average banker believes that the membership of the Knights of Labor is made up of stupid fools led by unscrupulous demagogues too lazy to work with their hands, and who live in luxury at the expense of their dupes.

In this clash of opposing interests, this war of conflicting opinions, it is a most difficult task to decide where coöperation ends and conspiracy begins. The question has puzzled statesmen, moralists and jurists for centuries, and the end is far off.

CONSPIRACY LAWS.

The law of conspiracy should properly be treated under two heads.

Criminal combinations are either (a) attempts to commit crimes, or (b) substantive crimes.

If A and B agree to commit burglary it is a conspiracy under the first head.

If C and D agree to refuse to work longer for E unless F is discharged, it is a conspiracy under the second head. So, also, if G and H agree to advance the price of coal 50 cents per ton.

There never has been any fault found with the first branch of the law. Much criticism has been leveled at the second branch. If A and B had gone on with their plan they would have committed burglary, which is a substantive crime. But if C and D had executed their conspiracy they would only have stopped work (which is not a crime), while G and H would in like manner only advance the rate at which they held certain personal property owned by them (which is not a crime).

The combination of C and D or of G and H not being in any sense an attempt to commit a crime, it follows that in their cases the combination itself is a criminal act — it is a substantive crime to combine for such purposes.

But a conspiracy is always in the nature of an attempt to do some act and perhaps the proper legal division of criminal combinations would be into

(A.) Attempts to commit crimes.

(C.) Attempts to do acts which (in the opinion of law makers) are injurious to individuals or the public.

Logically considered the second branch of the law of conspiracy is a bundle of absurdities, devoid of coherence and reason.

It is not a crime for A to refuse to work longer for B, unless C is discharged. It is not a crime for A, D, E, and the rest of the alphabet down to Z, to independently take similar action at the same time. But if any two of them meet and agree to take such action they are guilty of conspiracy. It is not a crime to advance the price of coal. It is not criminal for all coal dealers in the United States to simultaneously advance the price of coal (in the absence of agreement). But if any two dealers meet and agree to so advance they are under the rules criminal conspirators.

Why should it be criminal to attempt to do something which is not criminal? Why should a number of persons be punished for agreeing to do something which each or all might freely do in the absence of agreement?

Legal writers answer this by saying that there are numerous minor wrongs too trivial to be noticed by the criminal law; but

that when a number of people agree to commit one of these acts in concert their combination raises the minor wrong to a degree which the criminal law must forbid and punish.

Combination would undoubtedly give greater power, and should be matter of aggravation. An assault by a champion prize-fighter should be punished more severely than an assault committed by a sickly child. But this does not answer the objection that under the conspiracy laws combination does not simply aggravate the crime, but creates the crime.

The proper foundation for conspiracy laws which make combination a substantive crime is the police power of the State. It is not a question of logic, but one of expediency. There is no moral wrong committed by a man who locates a powder factory or a bone boiling establishment in a populous city, but the first is extremely dangerous and the second very disagreeable, and both should be removed in the interest of public safety and comfort.

Illegal combinations and unlawful assemblies likewise should be prohibited and broken up as public nuisances. It will be difficult to decide which combinations to attack and outlaw. The question will surely arouse fierce antagonism, but the majority must decide this as it does other questions.

But our present conspiracy laws, as applied to labor combinations, are relics of barbarism and tyranny, plastered over with a thick coat of hypocrisy. These laws are the result (a) of a deliberate attempt to enslave the laborers and (b) of a reaction against paternalism and over-protection. The glaring defect in our system is that instead of trying to convince the workmen that it is economically wrong to combine, the law-makers insist that it is morally wrong, and that about the whole administration of the conspiracy law there is a flavor of the stocks and the branding-iron. Laborers who combine are punished not because they are injuring the public, but because they are too powerful for their masters, and the law steps in to aid the side which has been beaten in a fair struggle. It is too much like the old doctrine of petty treason.

If trade combinations are considered economically mischievous by the majority of our people, they should be declared unlawful assemblies and dissolved, but it is absurd to try and convince the workingman that he is a criminal because he tries to enhance his wages by combined efforts, and that is the sole object of the trade union.

THE LAW OF ATTEMPT.

Conspiracy is in the nature of an attempt, but it is not governed by the laws applicable to ordinary attempts.

The elements of a criminal attempt are: (*a*) An intent to do a criminal act, coupled with (*b*) an act toward its accomplishment falling short of the act intended.

Attempt was one of the most technical branches of the common law. A specific intent to commit a specific offense was essential. To illustrate:

If A recklessly hurled a billet of wood from a housetop and struck and killed B, he was guilty of murder. But if A only wounded B, he was not guilty of attempting to murder him, having no specific intent to kill.

Furthermore the act must be such as would proximately effect the object of the intent. Thus, if A formed a design to rob B, who lived some distance away, and A hired a horse for the purpose of riding to B's house, but changed his mind and rode off in an opposite direction, he could not be punished for an attempt at robbery.

Some of the English decisions hold that an attempt could not be committed unless it were possible to perfect the crime. Thus a man who fired at a stuffed figure, supposing it to be an enemy, was not guilty of an attempt to kill, and a pick-pocket who put his hand in an empty pocket could not be convicted of attempting to pick the pocket.

None of these refinements were ever introduced into the law of conspiracy. The courts went to the other extreme, reasoning that the elements of a crime were (*a*) an evil intent, and (*b*) an act done in pursuance thereof. They held that each individual in a criminal combination must have previously formed the evil intent in his own mind, and that when the various individuals came together and agreed to carry out their plans, this was an act which completed the crime.

Direct evidence of an actual meeting and agreement would seem to have properly been required under this line of reasoning; but the courts held otherwise. It is, of course, almost impossible to secure direct evidence of a criminal agreement. Men do not conspire in public. Jurors are therefore permitted to infer that an agreement was made.

As a basis for this inference, evidence is introduced of acts on

the part of the accused indicating a common design. Thus, in an early instance (Copis case, 1 Strahan, 144), several members of a card maker's family were accused of conspiring to induce a rival's apprentice to spoil his master's cards. It was proven that the apprentice did spoil the cards, and that each of the defendants had at different times given him money. The court held that from these facts the jury might infer an agreement.

In a case of jail breaking in 1793, it was held in England that concurrence in the act was sufficient evidence of a previous agreement. This is going pretty far. It is like convicting a shiftless person of robbery, because he was found to have a large sum of money in his possession without showing that some one was actually robbed. No doubt substantial justice would be done in most cases, but injustice might result in every case.

Conspiracy is not a merely metaphysical crime in this State. Our statutes require an overt act beside the agreement, except when the agreement is to commit certain grave crimes.

A conspiracy differs from an ordinary attempt in other important features. Usually an attempt is merged in the greater offense if the crime is executed. In the case of Daniel O'Connell it was held that a conspiracy might be punished even though the act agreed upon was a crime and had been consummated.

Furthermore a conspiracy to commit a crime may be punished more severely than the crime itself. In England "molesting" employers or workmen was punishable with three months hard labor. Conspiracy to "molest" was a misdemeanor, at common law, punishable by transportation for a term of years.

Conspiracy therefore is at common law an auxiliary crime. It is an attempt in the popular sense of the term, but legally has never been treated as an attempt or governed by the technical rules applicable thereto.

CONSPIRACY AS A SUBSTANTIVE CRIME.

Nothing analogous to the English law of conspiracy appears in the Roman law, or in the systems based upon it. There were provisions in the Roman law concerning accomplices, accessories, etc., and unlawful assemblies, treasonable combinations, etc., were of course severely punished. There were labor associations in ancient Rome and its provinces, but they appear to have at an early date become chartered bodies, containing features of resemblance

to both the modern union and mediæval guild. From the famous letter of the emperor refusing to charter a fire company at Antioch, these corporations appear to have sometimes been troublesome. It is probable that unchartered bodies were deemed unlawful assemblies.

THE STATUTE OF CONSPIRATORS.

The earliest mention of conspiracy in England is found in the laws of the "British Justinian," Edward I.

In the twentieth year of that monarch's reign (A. D. 1300), in the "Articles upon the Charter" (ordinances designed to carry out the provisions of Magna Charta), appears the following:

"In right of conspirators, false informers and evil procurers of dozens, assizes, inquests and juries the King hath provided a remedy for the plaintiffs by a writ out of Chancery; and notwithstanding he willeth that his justices of the one bench, and of the other, and justices assigned to assizes, when they come into the country to do their office, shall, upon every plaint made them, award inquests thereupon, without writ, and shall do right unto the plaintiffs without delay."

Sections against champerty (the buying up of claims in order to bring suits on them), and maintenance (aiding complainants to bring and press suits) follow.

This statute gives a civil remedy, by a writ out of chancery, and also directs "inquests" to be made, which was probably the beginning of a criminal proceeding. Civil wrongs generally were also crimes in that period.

The crying evil of the time was corruption and oppression in judicial proceedings. This statute and the ordinance of conspirators which follows, were intended to remedy this abuse.

The statute of 33 Edward I (A. D. 1305), is entitled, in some compilations of the statutes, "The Ordinance of Conspirators;" in others, "A Definition of Conspirators." The time of its passage is doubtful. It is usually credited to the 33d year of Edward I, though Coke in his Institutes states that it was promulgated in the 11th year of that monarch's reign (1284,) and that it was an extension of statutes of William the Conqueror and William Rufus, applying solely to the high officers of the crown, while the statute of Edward applied to all persons. The statute reads:

"Conspirators be they that do confeder or bind themselves together by oath, covenant or other alliance that every of them shall aid and bear the other falsely and maliciously to indite or cause to be indicted

or falsely to move or maintain pleas; and also such as cause children within age to *appeal* men of felony; whereby they are imprisoned and sore grieved; and such as retain men in the country with liveries or fees for to maintain their malicious enterprises; and this extendeth as well to the taker as to the giver; and stewards and bailiffs of great lords which by their seigniori office or power undertake to bear or maintain quarrels, pleas or debates that concern other parties than such as touch the estates of their lords or themselves. This ordinance and final definition of conspirators was made and accorded by the King and his council in his parliament the 33d year of his reign, and it was further ordained that justices assigned to the hearing and determining of felonies and trespasses should have the transcript thereof.

“Champetors be they that move pleas and suits or cause to be moved either by their own procurement or by others and sue them at their proper costs for to have part of the land in variance or part of the gains.”

This latter statute refers to four kinds of offenses :

1. Malicious prosecution.
2. Arming and uniforming bands of retainers.
3. Maintenance of suits.
4. Champerty.

The 1st, 3d and 4th are crimes against the administration of justice, the second against public tranquillity.

It is worthy of note that the next statute enacted forbade persons to come armed to parliament.

It is scarcely worth while to enlarge upon the statute. It made alliances for certain purposes criminal and forbade great lords to gather bands of retainers. It endeavored to crush certain abuses which had crept into the administration of justice, and no doubt was productive of much good. It is characteristic of a barbarous age.

The only remains of the statute in our law are the action for damages, for malicious prosecutions, and provisions against attorneys purchasing “things in action.”

The prohibitions against maintaining men in liveries were not really enforced till Henry VII, who, nearly three centuries later, set his Court of Star Chamber at work to break the power of the feudal lords.

From 1300 to 1611 there is no trace of a conviction for conspiracy, except in cases clearly within the statute of Edward I. Thus, in

a case in the year book of 24 Edward III, p. 75 (A. D. 1351), the court held, on appeal, that a father and son indicted for imprisoning a man till he paid a fine, were not guilty of conspiracy, "but rather damage and oppression of the people." So in the year book 38 Edward III (1364), a civil writ of conspiracy was refused a complainant who alleged that others had conspired to bring in a forged release at a trial.

AT COMMON LAW.

The crime of conspiracy at common law can not be traced back of the Court of Star Chamber. Of the political side of that tribunal it is not necessary to speak here. Its influence on the criminal law, however, was enormous. It has lain for centuries under a load of opprobrium, which is certainly not wholly deserved. It probably did more good than harm. Its procedure may have been open to criticism, but its general work was beneficial.

At the same time, while it usually administered justice, it did not follow the law, but made the law. It set itself up as a guardian of the morals of the realm, and its rulings are as unsafe, as precedents, as would be the decisions of the Puritan theocracies which controlled the early New England colonies.

There has been much controversy as to whether the Court of Star Chamber was created by the statute of Henry VII, or only had its powers liberally defined and probably enlarged by that enactment. The point is of little importance now.

The statute recites that by "unlawful maintenance, giving of liveries, signs and tokens, and retainers by indentures, promises, oaths, writings or otherwise embraceries of his subjects, untrue demeanings of sheriffs in making of panels and other untrue returns, by taking of money by juries, by great riots and unlawful assemblies the policy and good rule of this realm is almost subdued," etc. The chief officers of the State with the chief justices of the superior courts were directed to proceed upon "bill or information" to summon and "examine" accused persons and to "punish them after their demerits."

Lord Bacon says the court punished particularly four classes of crimes: Forces, frauds, crimes various of stellionate, and the inchoation or middle acts toward crimes, capital or heinous, not actually committed or perpetrated." Hudson says the court had "power to punish offenses not defined or punishable by common law."

The Star Chamber greatly enlarged the boundaries of the common law by introducing a number of crimes borrowed from the Roman law. Up to the time of the Star Chamber the common law punished few crimes which were not accompanied by violence. Cheats, forgeries, perjuries and the manifold methods by which fraud is perpetrated are not common in ruder communities, but come with civilization. Outside of a statute against false tokens, cheats were not punishable at common law at the beginning of the seventeenth century.

During the seventeenth and eighteenth centuries the courts took a liberal view of their powers. The Star Chamber did not consider itself bound by precedents, and we find the Court of Kings Bench declaring in 1616, that it had power to correct all misdemeanors tending to the breach of the peace, or the oppression of the subject, so that no wrong, public or private, can be done but that it shall be punished. Even so late as 1773 we find the great Lord Mansfield declaring that "whatever is *contra bonos mores et decorum*, the principles of our law prohibit and the Kings Court as the general censor and guardian of the public manners is bound to restrain and punish."

In 1611 the Star Chamber in the poulterers' case established conspiracy as an auxiliary crime at common law. Several poultry dealers had combined to procure the indictment of a person who had married the widow of a deceased fellow tradesman. They testified before the grand jury, which refused to indict him. Under the statute of Edward the First it was essential to complete the crime that the accused should have been indicted and acquitted. But the Star Chamber held that a malicious confederation falsely to secure the indictment of a person was a common law crime. The charge against the defendant was robbery, then punishable by death. The poulterers therefore really attempted to kill their enemy, and there is little reason to doubt that a similar attempt would have been punished in the Star Chamber if done by an individual.

During the seventeenth century it became well established law that any agreement to commit a crime was punishable as a conspiracy. With courts claiming to be "guardians of the public morals and censors of good manners" the criminal law was very elastic and it did not require much argument to convince a court that a combination to injure an individual was a crime. It became

customary also to insert a charge of conspiracy in indictments by way of aggravation even where there was but a single defendant.

Throughout the seventeenth century the leading moot points in conspiracy law were (1), whether the combination to do a criminal act was in itself criminal, without further physical acts designed to effect the purpose agreed upon, and (2), whether a combination to commit a statutory crime should be pleaded as criminal under the statute or at common law. These were really questions of pleading; but out of the first of these points grew the famous phrase that "the conspiracy is the gist of the offense," which is often quoted for a far different purpose—to show that concerted action is in some mysterious way essentially criminal.

The second point involved the question whether, where a conspiracy was charged to commit an act forbidden by statute, the indictment should or should not allege that the acts were "against the form of the statute." It would seem to be plain that while the acts themselves were forbidden by statute, the conspiracy to commit such acts was a crime at common law, in the nature of an attempt. The point would not be worth noticing here were it not that the theory that combinations to raise wages were criminal at common law, seems to be based on a case in which this question was raised.

In 1721 some journeymen tailors of Cambridge were indicted for combining to raise wages. At that time, as will be shown hereafter, wages were regulated by statute, that is justices fixed wages under authority of a statute, and it was a criminal offense to take more than the wages so fixed. Furthermore, combinations of workmen were unlawful under a statute of Edward VI. The report of the case is untrustworthy on its face, as it declares that the point raised was that the indictment should have charged a combination contrary to 7 George I, chapter 13, which was a purely local act, forbidding combinations of tailors within the bills of mortality—the metropolis of London. The act could in no way apply to tailors in Cambridge. The report in which the case appears is admittedly untrustworthy.

It was plainly admitted by counsel for the crown that the combination was to secure wages in excess of those permitted by statute. The charge really was, then, an attempt to commit a crime—to do something forbidden by law. This was, like all attempts to commit crime, conspiracy at common law. The court,

therefore, held that the indictment need not declare that the combination was against the form of the statute.

The court, however, is said to have added: "A conspiracy of any kind is illegal, though the matter about which they conspired might have been lawful for any of them to do if they had not conspired to do it. And this appeared in the case of the Tubwomen against the Brewers of London."

The case probably referred to is the King against Starling, 1 Keble, 650, decided in 1665. Certain brewers were indicted for "conspiring to put down the gallon trade, by which the poor are supplied, and to cause the poor to mutiny against the farmers of the excise; also, that whereas the excise was settled on the king as part of his revenue, the defendants confederated to depauperate the farmers of the excise." They were found guilty on the second count only. This seems to have been a combination to evade excise taxes, then collected by "farmers" or contractors. How the brewers intended to evade the taxes does not clearly appear. The report would indicate that it was an attack on what is now known as the "growler" trade. In Thorpe's case (5 Mod., 224), it is stated they agreed to brew only small beer.

The case itself was argued several times before the judges permitted the verdict to stand. They finally did so, only on the ground that an attempt to deprive the king of his revenue was a crime. Our courts at the present day do not seem to consider tax dodging a crime.

Judge Holt declared in Daniels' case (6 Modern, 99), that the ground of the decision in Starling's case was that the crime was of a public nature, leveled at the government. He also said that it was not criminal to combine and agree not to deal with a tradesman, a remark of great contemporaneous interest. Judge Erle, however, in Duffield's case (1851), declared that a conspiracy to prevent customers coming to a shop was clearly indictable.

The greatest extension of the law of conspiracy, considered as a substantive crime, grew out of the efforts to punish cheats and frauds. It is difficult even now to frame a definition of criminal fraud, and in the 17th and early part of the 18th century, the law was much more unsettled.

Hawkins, in his Pleas of the Crown (1716), defined cheating to consist of "deceitful practices in defrauding or endeavoring to defraud another of his known rights by means of some artful

device, contrary to the plain rule of common honesty," a definition which is absurdly loose and ambiguous. The same author declared, "there can be no doubt but that all confederacies whatsoever wrongfully to prejudice a third person, are highly criminal at common law," which is even looser and more ambiguous. Under these definitions, and applying the rule that "the conspiracy is the gist of the indictment," as a test of criminality instead of a rule of pleading, the courts punished all frauds in which there was anything like concerted effort. When the law of cheats became better settled, and false pretenses, regarded as crimes, were limited within narrower bounds, the courts still held that different rules applied to *combinations* to defraud. In some cases the judges put this on the ground that combination made the matter public; in others that common prudence cannot guard against combinations.

The true reason probably was and is, that conspiracy is one of the easiest crimes to establish. The loose definitions of the offense and the general nature of the evidence admissible make it easy to secure conviction. The judges found the doctrine beneficial in practice, and that under it criminals could be punished who would otherwise escape. Before the appearance of Hawkins' Pleas of the Crown in 1717, it had been argued by counsel in several instances, notably in Thorpe's case in 1697, that combinations might be criminal though the object sought was not in itself criminal.

The loose definition of Hawkins referred to above seems to have given great impetus to this doctrine, though the cases cited by Hawkins in no way supported his statement of the law. But there undoubtedly grew up among lawyers and judges toward the end of the 18th century a theory that any combination to do an unlawful act was criminal, and that "unlawful" did not mean criminal or even "illegal," but simply "wrongful."

The principal cases in which rulings on the point were made were :

1. Starling's case (1665), which has been heretofore discussed. It is against the theory.

2. King v. Edwards (1725). The combination alleged was to charge the inhabitants of a parish with the support of paupers by bribing a pauper to marry a woman of another parish who had an illegitimate child. On motion to quash the indictment Lord Raymond said that indictments for conspiracies were never quashed where the agreement was to commit a crime. Where the agree-

ment was to do a lawful act to the prejudice of another the court had a discretionary power to quash. But where the act was lawful, but done with an ill intent or design, the indictment would not be quashed, but the parties could plead or test the law by demurring. A demurrer was therefore filed, and the court held that the act was not an indictable offense.

3. *King v. Leigh*. Here the combination charged was to prevent Macklin the actor from playing by hissing and creating a riot. The defendants were convicted. This is the extreme authority for the doctrine that combinations to do a lawful act may be criminal. But on examination it does not appear to be much of an authority. The defendants were convicted, but were not punished and so did not have the legal points reviewed by motion in arrest of judgment. Furthermore, the indictments charged riot and obstruction of the play, and conspiracy is only alleged by way of "inducement" or introduction. The reporters (1 C. & K. 28, note,) state that there was no count in the indictment where conspiracy was charged as the *corpus delicti*. Lord Mansfield in another case said that "if any body of men were to go to a theatre with the intention of hissing an actor or damning a piece there can be no doubt that such a deliberate and preconcerted scheme would be a conspiracy." Lord Mansfield was a great jurist, but his views on the criminal law are open to many objections—for instance, as to criminal libels.

4. *King v. Eccles* (1783). Several master tailors were indicted for combining to impoverish and prevent the prosecutor (a rival master tailor) from carrying on his business. The case really involved a question of pleading, whether the indictment was good without setting forth the means by which they proposed to impoverish the complainant. Lord Mansfield said: "The illegal combination is the 'gist' of the offense. Persons in possession of any articles of trade may sell them individually at such prices as they individually please, but if they confederate and agree not to sell under certain prices it is a conspiracy. So every man may work at what price he pleases, but a combination not to work under certain prices is an indictable offense."

That declaration sums up the common law of conspiracy as settled in the earlier New York decisions. It may never have been law in England, but it certainly was and probably is the law of this State.

King v. Turner (1811). Combination to trespass with arms in pursuit of hares. This was previous to the passage of the poaching act. Lord Ellenborough and Judges LeBlanc, Bayley and Grose held that the combination was not indictable, being merely to commit a civil trespass.

This decision is directly in the teeth of the claim that a combination to do an act which would amount to a civil injury is criminal. It is noteworthy that Judge Grose concurred in the decision, though in *Rex v. Mawbey* (1796), he had said: "In many cases an agreement to do a certain thing has been considered as the subject of an indictment, though the same act if done separately by each individual without any agreement among themselves, would not have been illegal, as in the case of journeymen conspiring to raise wages. Each may insist on raising his wages if he can, but if several meet for the same purpose it is illegal and the parties may be indicted for a conspiracy."

This expression was a dictum in no way called for in the case at bar. Lord Campbell considered it a "loose expression." Sir William Erle disputed its correctness, but Judge Crompton approved it heartily.

One peculiarity of the law of conspiracy is that it rests mostly on dicta, some going to great lengths. Thus Lord Kenyon once gravely declared that it would be indictable for masters to combine to raise wages. It might have been under some statutes, but surely could not under common law.

During the 19th century most of the conspiracy cases before the English courts grew out of labor disputes. These will be reviewed hereafter.

Combinations to defraud are still regarded as criminal conspiracies by the courts in cases where the acts agreed upon would not be criminal if done by an individual. From expressions used in many cases it would seem that the judges of England are inclined to hold that any combination to deprive an individual of or impair a civil right is a criminal conspiracy. But outside of conspiracies to defraud there are no reported cases.

The law governing labor combinations should be historically reviewed.

EARLY LABOR LEGISLATION.

It is only within the present century that the common law of conspiracy has been applied to associations of laborers. But statutes forbidding combination among workmen were enacted at a much earlier period.

The combination laws and the doctrine that it is a crime for workingmen to unite are the outgrowth of a mass of legislation running back to the Norman Conquest.

Legislation on labor appears to have been dictated by opposing motives, with the result that two antagonistic systems grew up. Thus we have:

First. A number of municipal charters and guild charters; and a mass of municipal and guild ordinances having all the force of law; besides protective, restrictive and inspection laws.

Second. A number of so-called statutes of laborers.

From the first grew the doctrine that combinations in restraint of trade are illegal; from the second the doctrine — which is the basis of conspiracy and combination laws bearing on labor organizations — that it was criminal for laborers to seek to regulate their wages or improve their condition.

From the wild, weird romances which are dignified by the name of history it is difficult to gather reliable information concerning the condition of the people in mediæval Europe, and we are almost in the dark concerning the influence exerted by the guild system on industrial and social life. So far as the continental guilds are concerned, their wars and political struggles are fairly well recorded, but little light is thrown on the material condition of the mass of the people within or without the guilds.

With regard to the English guilds, the data is still more scanty. They were, apparently, more prosperous, and less picturesque than their continental neighbors. They paid more attention to business and less to politics. The continental burghers were continually called on to defend themselves from feudal lords, a species of persecution from which the English burgesses suffered little. The cities on the continent warred with bishops and kings, and fought fiercely with rival municipalities. The English cities were at peace, except during the few wars between rival claimants for the crown.

London, in particular, was always so powerful and wealthy that few kings and princes deemed it prudent to attack its "free customs and liberties."

Under nearly every ruler from the Conqueror upward, the privileges of the guilds were enlarged and extended till they absolutely controlled the trade and manufactures of the kingdom. Many of these franchises were extorted from weak monarchs; more were purchased from needy ones.

All the municipalities of England were based on guilds. The frith guild was succeeded by the guild merchant, which in turn threw off shoots in the shape of craft guilds. The guildsmen controlled the government of cities and towns corporate, and enforced the craft by-laws under the guise of municipal ordinances.

At what period of English history the guilds finally evolved from associations of workingmen into close corporations of small capitalists it is difficult to determine. We find traces of an employing class back in the 14th century, but it is certain that the guilds retained their democratic character till long after that time. The guilds have not fared well at the hands of commentators. The evils of the system have been carefully pointed out, but an institution which harmonized the relations of capital and labor for four centuries can not have been wholly mischievous. We know that the guilds finally became selfish, grasping monopolies, which shackled trade and strangled industry, but on the other hand, civil liberty was born and matured in the cities, and after the folk moat had been destroyed the guildsmen alone kept the spirit of self government alive.

The artisans of the cities and towns corporate were freemen, with democratic instincts. Residence in a municipality transformed a slave into a free citizen. The craftsmen were a compactly organized and specially favored class. But the agricultural laborer was, in theory and often in practice, a thing annexed to the manor, almost a chattel. He was a creature whose rights were few and whose legal status was that of a predial slave.

Villeinage existed before the Norman conquest and the change of rulers was merely a change of masters for the great body of agriculturists, who were generally what was termed *villeins regardant*. In the language of the times they were annexed to the land and passed with the holding as real property. They could not be sold apart from the land; their rights of life and limb were protected as against their masters, and they probably had at early times the right to acquire and hold personal property. Chattel slavery never seems to have prevailed greatly in England.

In the lapse of time the villeins appear to have acquired certain illy defined rights against their lords. The law of the cities by which villeins who had resided a year and a day in the corporate limits became freemen, opened an avenue of escape, and many of the bolder spirits became free through service in the army of the king. During the troubled reigns of John, Henry III and Edward II, the institution was severely shaken.

Thus in the time of Edward III it appears that the villeins had in most of the manors become recognized as customary tenants, bound only to perform certain specified services, and in many instances these services had been commuted into money rents or rents payable in produce.

In the latter part of the reign of Edward III, while the resources of the kingdom were depleted by the drain of money and men caused by the French war, the black death swept over Great Britain. The ravages of this frightful pestilence had probably been greatly exaggerated, but it seems to be generally admitted that from a fourth to a third of the inhabitants of the country perished.

The bonds of society were loosened and the kingdom was reduced to a condition bordering on anarchy. Men were too demoralized to labor, and the number of hands was too small to perform the needed work. There was a corner in labor. Villeins and other servants deserted their masters, fields were left untilled, crops rotted for want of harvesters, and cattle died for want of food and care.

The lords found that the old labor services were now worth far more than the money payments into which they had been commuted, and wished to restore the old system. But the villeins fled to the cities or into other shires, and the country was filled with vagabonds, (literally wandering serfs).

In this emergency the king and his lords in council framed the first statute of laborers. It was promulgated in 1349 (23 Edward, III.

Its preamble is as follows :

"Because a great part of the people and especially of workmen and servants late died of pestilence, many seeing the necessity of masters (dominorum) and great scarcity of servants will not serve unless they may receive excessive wages and some rather willing to beg in idleness than by labor to get their living we, considering the grievous uncommodities which of the lack especially of ploughmen and such laborers may hereafter come, have, upon deliberation and treaty with the prelates and the nobles and learned men, assisting us, of their mutual counsel ordained," etc.

The statute provided that every person under the age of 60 (not being a merchant nor having a particular trade) should be bound to serve him that did require him or else be committed to jail until he found security to serve.

That if a servant departed from service before the time agreed upon he should be imprisoned.

That only the old wages (*i. e.* those prevailing before the pestilence) should be given to servants.

That if the lord of a manor broke the law by giving more wages than the statute required he should forfeit treble the sum paid.

That if a carpenter, mason, etc., should take more than the old wages he should be committed to jail.

That butchers, fishmongers, regrators, hostlers, brewers, bakers, poulterers, etc., should be bound to sell goods and wares for a reasonable price, having respect to the price that such victuals be sold at in the places adjoining, so that the same sellers have moderate gain and not excessive. The penalty for breaking this section was double damages to the party injured.

That no person should give anything to a beggar able to labor.

It will be noticed that the penalties imposed upon the servant were imprisonment while masters and victualers were liable only to a money penalty upon the suit of a person damnified or of a public informer. The provisions relating to the laborers were clear and unmistakeable, and a breach could be easily punished. The provisions defining the duties of masters and victualers were ambiguous and almost unenforceable.

Two years later the statute 25 Edward III was passed by the king and council. It was more carefully drawn than its predecessor, and applied directly to women, who were not mentioned in the first ordinance. Its preamble runs:

“Whereas, late against the malice of servants which were idle, and not willing to serve after the pestilence, it was ordained by our lord the king, and by assent of the prelates, earls, barons and other of his council, that such manner of servants, as well men as women, should be bound to serve, receiving salary and wages accustomed for places where they ought to serve.”

The second statute included tanners, shoemakers and persons engaged at the building trades, within its scope.

Historians generally have asserted that the statute was made for the purpose of preserving the institution of villeinage, then falling

into decay. This is probably true, though under all the circumstances, it was not an unreasonable police measure. Its effect though, has been enormous. It permanently lowered the status of the English agricultural workman, bound him to his parish and deprived him of the position of a free agent. It was the parent, also, of three systems of law which have more than anything else degraded and brutalized the English laborer. These are (a), the vagrant law; (b), the poor law, and (c), the combination laws.

It is doubtful whether the earlier statute of laborers applied to the cities. London did not apparently so construe them. In 1350 the mayor and aldermen issued an ordinance fixing wages in the various trades, and the craft guilds likewise adopted by-laws declaring that nobody "shall take for working more than they were wont heretofore."

The workmen enumerated in the statute were farm laborers or men engaged at such handicraft as were carried on in villages. It is noteworthy that the cloth workers, weavers, fullers and shearmen, then and for long after, the highest paid, and the most independent of English workmen were not referred to in the statute.

There were evidently even then some capitalist employers in the cloth trade. We hear of hostile combinations of apprentices and journeymen. It is difficult to ascertain the proportion of journeymen to masters existing at this time. It is difficult also to determine what is meant by apprentices. There were from an early day two classes of learners in the English crafts. The first paid for being taught the whole trade and intended to set up as masters when their terms expired; the second paid nothing, did not serve so long and had little hope of ever becoming more than journeymen (day workers). The employment of both classes was regulated by the guild. The journeymen are frequently spoken of as "servants." They were probably recruited from half-taught country laborers fleeing to the cities.

The master shearmen in 1350 petitioned the city authorities of London complaining that their apprentices and journeymen would no longer work at the same prices as formally. In return an ordinance was passed declaring that henceforth any dispute between master and man should be settled by the warden of the trade. If the workman did not submit to the warden he was to be punished by the mayor and aldermen at their discretion.

The laws of Edward III did not in any way refer to combinations of workmen. This is further evidence that the statutes were intended to apply only to country laborers. In London, however, then under the complete control of the guilds, we find at the time and during the next century numerous ordinances directed against combinations of journeymen and apprentices in the various trades, more especially the cloth-workers.

In the 34th year of Edward III (1361) the old statutes were reaffirmed with additional provisions for punishing laborers who fled into other counties and into cities.

In the 36th year of Edward III (1363) is a provision declaring that handicraftsmen shall exercise but one trade, but that workwomen might labor as heretofore. By this same statute the apparel of the different orders, laborers, handicraftsmen, merchants, gentlemen, knights and peers were carefully graded and minutely regulated.

Professor Rogers in his carefully prepared history of "Work and Wages" in England, declared that the statutes of laborers were inoperative; that the statutory allowances were constantly exceeded and that from the time of Edward III to that of Henry VIII was the golden age of English labor. He proved his statement by extracts from bailiffs' accounts and records of prices of produce. He claims that the English laborer prospered till the coinage was debased, and the possessions of the religious orders and the fraternal guilds were seized under Henry VIII and Edward VI and the proceeds wasted. Then when the laborer was reduced to beggary the statutes gave an opportunity to the landlords and capitalists to shackle him and destroy his independence.

WAT TYLER'S REBELLION.

With the accession of Richard the Second came the rebellion headed by that stalwart craftsman Wat the Tyler. It is usually styled the revolt of the villeins. It is doubtful if the villeins had much to do with it. Wat's force, which occupied London, was composed of "the men of Kent," where villeinage was unknown. It is certain that this force would not have been permitted to march quietly across London bridge into the city if the craftsmen of London were opposed to them. The fiercest fighting of the rebellion was at Norwich, where the weavers captured the castle and were dislodged only by surprise. There were no villeins in Norwich. The

lists of the leaders executed after the revolt collapsed, shows that over 150 came from London—more than from all the rest of the kingdom. Peasants do not assemble and ask reforms from the government. They burn and slay and destroy when they revolt.

It is extremely probable that the rebellion was an uprising of the poorer craftsmen against the statutes of laborers and the city ordinances carried through by the wealthier guildsmen. It was also partially inspired by the leveling not to say socialistic preaching of the Lollard priests.

In the tenth year of Richard II., the statute of laborers was in terms applied to craftsmen in the cities. It is not probable that this provision changed matters very much. The guildsmen only enforced such laws as they approved. The passage of ordinances to the same effect after the statute shows that the burgesses preferred to administer laws of their own.

In the thirteenth year of Richard's reign, an important change was made in the statute of laborers. After reaffirming the main provisions of the old laws, it proceeds:

"But forasmuch as a man can not put the price of corn and other victuals in certain, it is accorded and assented that the justices of peace in every county shall make proclamation by their discretion, according to the dearth of victuals, how much every mason, carpenter, tiler and other craftsmen, workmen and other laborers by the day, as well in harvest as in other times of the year, after their degree shall take by the day with meat and drink, or without meat and drink, notwithstanding the statutes thereof heretofore made, and that every man obey such proclamation from time to time as a thing done by statute.

"And in the right of victualers, it is accorded that they shall have reasonable gain according to the discretion and limitation of the said justices, and no more, upon pain to be grievously punished according to the discretion of said justices, where no pain is limited before that time."

This changed the arbitrary scale of the original statute into a sliding scale to be fixed by the justices. A worse provision for the laborer could not possibly have been made. The justices were drawn exclusively from the ranks of the employers, and of course would act in the interest of the masters. This system continued for over four centuries.

There is a curious enactment in the statutes of 13 Richard II (chapter 13). It declares :

“For as much as divers artificers, laborers and other servants and grooms, keep grayhounds and other dogs, and on the holy days when good Christian people be at church hearing divine service, they go hunting in parks and warrens of lords, to the very great destruction of the same; and sometimes under such color they make their assemblies conferences and conspiracies for to raise and disobey their allegiance, it is ordained,” etc.

The laborers were forbidden to have dogs or snares under severe penalties.

The only statute on the subject of labor, worthy of notice, during the reign of Henry IV, was one providing that no person not having lands of the value of 40 shillings yearly should put his child out as an apprentice. One object was to limit apprentices, the other to tie agricultural servants to their masters' holdings by keeping the youth out of the cities.

THE FIRST COMBINATION LAW.

In the reign of Henry VI came the famous attack on the Free Masons, then a trade union without much traces of speculative masonry. It is the first of the combination laws applying to workmen. It declared that Free Masons and carpenters should not confederate in “chapiters and assemblies, and presume to fix wages, contrary to the statutes and power given to justices.” The Free Masons appear to have had an international trade union organization as early as 1175. There are “compagnonnages” of carpenters in France which claim a continued existence for over 600 years, and there is evidence that a split which still exists began centuries ago.

In the 21st year of Henry VI it was enacted by law that agricultural servants must give masters at least six months warning if they propose to leave their employment; otherwise they must remain another year.

PROTECTIVE STATUTES.

The city of London aided powerfully in seating the House of York on the throne and the wealthy guilds contributed liberally to the exchequer of the extravagant Edward IV. In return, privileges were granted without stint.

In the third year of that monarch's reign a sweeping statute was passed prohibiting the importation of manufactured articles. The preamble is worthy of notice. It is as follows:

"WHEREAS, In the said parliament by artificers of manual occupation, men and women habiting and resident in the city of London and other cities, town boroughs and villages within the realm it hath been piteously showed and complained how that they all in general and every of them be greatly impoverished and much hindered and prejudiced of their wordly increase and daily living by the great multitude of divers commodities and wares pertaining to their mysteries and occupations being fully wrought and ready made to sell as well by the hands of strangers by the king's enemies, as other in this realm fetched and brought from beyond the sea, by which occasion the said artificers can not live by their mysteries and occupations as they have done in times past and divers of them as well householders as hirelings and other servants and apprentices in great number be at this day unoccupied and do hardly live in great misery and poverty and need, whereby many inconveniences have grown before this time and hereafter more may come."

The statute prohibits the importation of a great number of articles in the cloth, metal, leather and other trades.

The masters and wardens of the guilds and fraternities were empowered to enforce the act.

From this time forward hundreds of similar statutes were passed. The guildsmen apparently could secure any legislation they wished. The exportation of raw materials was hampered or forbidden and the importation of manufactured articles prohibited, while the guild officers were given plenary powers to enforce penalties, make searches and generally control industry. In some lines furthermore, the importation of raw materials was compelled. Thus by laws passed in the reign of Edward IV and Richard III merchants importing goods were ordered under heavy penalties to bring a certain number of bowstaves for every ton of merchandise.

Inspection laws of all sorts were numerous, under which the guildsmen were empowered to search for, seize and destroy goods for inferior workmanship and punish the maker. We may assume that in performing their duty to the public the worthy guild brothers did not entirely lose sight of their own interests.

Henry VII apparently set a well-devised scheme of blackmail in motion as far as guild privileges were concerned. He provided

that henceforth no guild by-law should be valid until it had been approved by the justices of assize or one of the officers of the Court of Star Chamber, who charged a fee or fine for their approval. Privileges were still liberally conferred. In the reign of the old guild, ordinances prescribing a seven years apprenticeship term were first enacted into statutes of the realm. A number of protective and inspection laws were passed at this time, usually on the application of the guilds which probably paid well for them. A singular statute is that of 11 Henry VII., chap. 18, prescribing what materials shall be used in pillows, bolsters, etc. It is in form a petition from the Fraternity of Upholsterers, and was made a law without even making the necessary grammatical changes.

There was no change of policy under Henry VIII. In the third year of his reign the tallow chandlers were given power to search for and seize adulterated oils, and the privilege of wearing imported caps was limited to the nobility.

In the sixth year of Henry VIII another statute of laborers was passed, which carefully regulated the working hours of "servants in husbandry," and the time to be allotted for eating and sleeping.

The most noteworthy species of labor legislation during the king's reign were the numerous acts directed against foreign artisans who had settled in the realm. These denizens were forbidden to employ foreign apprentices or journeymen and all their products must be marked so as to show that the makers were foreigners. The guild officers were charged with the enforcement of these regulations.

A curious statute is one passed in 1545. It recites that heretofore a bill regulating the manufacture of pins had been passed, at which time the pinners faithfully promised to serve the king's liege people well and sufficiently and at reasonable prices. But that since the making of this said act pins had grown scarce and prices high, wherefore the former act was repealed.

For two centuries the law makers of England had been continually granting privileges to the guilds and steadily curtailing the privileges of the agricultural laborers and village craftsmen. Yet, as Professor Rogers shows by his comparison of wages and prices, the condition of the English laborer was never so good before nor since as during this period. It is noticeable, too, that the difference between the wages of the agricultural kind and those of the skilled craftsman were very small.

By the end of the reign of Henry VIII the condition of the laborer had greatly deteriorated, and during the reign of Elizabeth it became deplorable. There are many reasons advanced to account for this result. First, the debasement of the currency; second, the establishment of an absolute monarchy, with its brilliant court, attracting the country magnates from their estates to spend in extravagance the sums which had formerly helped to maintain hosts of retainers; third, the seizure of the lands of the religious orders, which turned a vast number of dependents loose on the community to seek subsistence, besides depriving the old and infirm of the sums doled out in charities; fourth, the suppression of the fraternal guilds and the seizure of their property. This deprived the village craftsman of his trade union and his insurance company, on which he relied in sickness and old age. Henry contemplated an attack on the city guilds, but did not live to carry it out.

COMBINATIONS PENALIZED.

Labor and trade being thus demoralized a combination law naturally followed. During the short reign of Edward VI, when England was a theocracy, the first general statute against trade combinations became law. It is the statute of 2 and 3, Edward VI, chapter 6, and is entitled "The bill of Conspiracies of Victualers and Craftsmen." Its preamble runs:

"Forasmuch as of late divers sellers of victuals not contented with modest and reasonable gain, but minding to have and to take for their victuals so much as list them, have conspired and covenanted together to sell their victuals at unreasonable prices. And likewise artificers, handicraftsmen and laborers have made confederacies and promises and have sworn mutual oaths not only that they should not meddle one with another's work, and perform and finish that another hath begun, but also to constitute and appoint how much work they shall do in a day, and what hours and times they shall work contrary to the laws and statutes of the realm and to the great hurt and impoverishment of the kings majesty's subjects."

It was therefore provided that if any butchers, brewers, bakers, poulterers, cooks, costermongers or fruiterers or any artificers or laborers should conspire, covenant or promise or make any oaths either not to sell victuals but at certain prices or not to do work but at certain rates, or not to finish what another hath begun or not to do but a certain work a day, or not to work but at certain

hours, such person "being lawfully convicted thereof by witness, confession or otherwise," should be fined £10, or imprisoned 20 days for the first offense, fined £20, or put in the pillory for the second and fined £40, or be put in the pillory and lose an ear for the third, and likewise be outlawed.

It was provided that if any conspiracy for the above purposes embraced "the majority of any brotherhood or company of any craft, mystery or occupation" the guild should be dissolved. Justices, mayors and sheriffs were given power to punish offenses under the act.

It was also provided that no one should thereafter "interrupt, deny, let or disturb any free mason, rough mason, carpenter, brick layer, plaisterer, joyner, hardhewer, sawyer, tiler, paver, glasier, lime burner, brick maker, tile maker, plumber or labourer" seeking work in any city, or borough because he was not free of the borough or city "any statute law or ordinance or other thing to the contrary notwithstanding." The last section would indicate that there were strikes in the building trades in some of the cities, and it was desired to import workmen. It was repealed the next year so far as the city of London was concerned.

This statute was passed in 1548, and was not repealed till 1824. All the dicta in reported cases prior to the latter year can easily be supported under the terms of the act. It was not adopted as part of the common law of America, and can not support any of our cases.

There is nothing to indicate that the law was aimed at combinations of journeymen alone. On the contrary it was probably directed principally against the masters and traders who were then raising prices on account of the debasement of the coinage.

The provision referring to persons lawfully convicted by "witness, or otherwise" was important. It referred undoubtedly to the procedure of the Court of Star Chamber, the creator of conspiracy law.

The common law procedure of England, in theory at least, never compelled a person to be a witness against himself. It did not furthermore ever attempt to prescribe the amount of evidence necessary to sustain a conviction. The civil law (Roman law) on the contrary demanded either two witnesses, or a confession by the prisoner to sustain a conviction. As it was impracticable in most cases to secure two witnesses the ingenuity of prosecutors

under the civil law was directed toward securing confessions. This was the foundation of the system of badgering and interrogating prisoners which is such a marked feature of the French system of criminal procedure, and during the middle ages caused the application of torture. A confession was needed, and so the unfortunate suspect was racked and thumb-screwed till he made the required admissions.

In punishing frauds and forgeries, and generally in widening the criminal law, the court naturally had recourse to the civil or Roman law. With the civil law it adopted its system of procedure, which provided for a bill of complaint or charge under oath, and a reply under oath from the accused. Therefore a man charged with crime in that tribunal must either confess or perjure himself. If he refused to reply at all he was punished severely for contempt of court. It was this feature which afterwards led to the abolition of the Star Chamber.

During the reign of Philip and Mary (2 and 3 P. & M., 1585), a peculiar statute was passed, which shows that the capitalist employer was then an unwelcome factor in production. The act recites that the weavers were being impoverished through clothiers having a number of looms, and either working them with servants or letting them out (presumably on shares). Clothiers were forbidden to have more than one loom. A weaver might have two looms, but was forbidden to have a tucking-machine, while a tucker and fuller could have only one loom. Cloth (except certain inferior grades) must be made in a city or town corporate; a weaver could have but two apprentices, and no one could work at weaving unless he had served a seven years apprenticeship.

THE ELIZABETHAN SYSTEM.

In the reign of Elizabeth the labor laws, poor laws and vagrant laws were codified and exemplified. They were all cousins german. The vagrant laws followed close after the first statutes of laborers. They were directed against "vagabonds" (wandering serfs), and were merely fugitive slave laws. Gradually as it became cheaper to hire laborers than to support them the character of the laws changed. The vagrant was then a criminal condemned to perpetually "move on," and liable to mutilation and even death if he loitered. The vagrant laws of Edward VI. were probably the most barbarous enactments ever placed in the statute books. The enclosure of

common lands and the seizure of the property of the religious orders and fraternal guilds, had turned a host of unfortunates on to the highways, and those typical tyrants, the justices, were empowered to kill them off or drive them to suicide. The laws of Elizabeth were more humane in that they recognized a difference between the miserable wretch who could not support himself and the "sturdy" or "valiant" beggar. But the poor laws of Elizabeth completed the degradation of the agricultural laborer, who in turn dragged down the artisan. By these laws the laborer was tied to the spot where he was born. If he migrated he could be sent back. His wages were settled by the justices, who were also his employers. They fixed the wage usually far below what he could live on and reproduce other laborers, and then they supplemented his insufficient earnings by just enough out-door relief from the poor fund to sustain his life and that of his family. By these beneficent laws, therefore, the country magnates were assured a supply of labor and were permitted to impose part of the necessary wages upon the body of the country through the poor rates.

The statute of 5 Elizabeth, chapter 4, was, as it states, a codification of existing laws, many of which had fallen into disuse. It apparently perfected the system of legislation which for centuries had favored the artisan of the cities at the expense of the agricultural laborer.

But its workings were alike fatal to both, for the agricultural laborer and the village craftsman were handed over to the tender mercies of their employers, and the low rates of wages prevailing in the country inevitably depressed those of the men in the cities. The craftsmen were apparently protected by the apprenticeship laws, but with the rise of capitalist employers these were disregarded, and the introduction of machinery completed the ruin of the hand workers.

The act of Elizabeth commenced with the following preamble:

"Although there remain and stand in force presently a great number of acts and statutes concerning the retaining, departing, wages and orders of apprentices, servants and laborers, as well in husbandry as in divers other arts, mysteries and occupations, yet partly for the imperfections and contrariety that is found and doth appear in sundry of the said laws and for the variety and number of them, and chiefly for that the wages and allowances limited and rated in many of the said statutes are in divers places too small and not answerable to the

time respecting the advancement of prices of all things belonging to the said servants and laborers, the said laws can not conveniently without the great grief and burden of the poor laborer and hired man be put in good and due execution.

“And as the said several acts and statutes were at the time of the making of them thought to be very good and beneficial for the commonwealth of this realm (as divers of them are), as if the substance of as many the said laws as are meet to be continued, shall be digested and reduced to one sole law and statute, and in the same an uniform order prescribed and limited concerning the wages and other orders for apprentices, servants, laborers, there is good hope that it will come to pass that the same law (being duly enforced), should banish idleness and advance husbandry and yield unto the hired person both in the time of scarcity and in the time of plenty, a convenient proportion of wages.”

There were thirty-one sections, the most important of which were:

1. A general repealing clause.
2. “No person shall be employed for less than one year” at some thirty-five enumerated industries, embracing the cloth, leather, food, metal and felt trades.
3. Every unmarried person and every married person under 30, brought up in those trades (and not having property worth £10), must serve when asked.
5. Masters shall not discharge servants nor servants leave masters till the end of the term for which engaged.
6. A quarter’s warning must be given by either party before the end of the term.
7. Every person between the ages of 12 or 60 not worth a certain amount, nor engaged in certain lines of business, nor employed in cities at trades where apprentices are taken “shall be compelled to serve in husbandry by the year with any person who requires him to serve.”
8. Quarter’s warning necessary before end of term. Masters must not dismiss servants except for cause.
9. Servants leaving service before the end of their term or refusing to work for the wages fixed by the justices may be arrested and committed without bail until they agree to serve. Servants running away from service may be treated in a similar way.

10. None of the persons retained as before provided shall after his retainer has expired be allowed to leave the city, parish, etc., unless he has a testimonial under seal from the head officer of such city or town corporate or the constable and parson of a parish reciting that such person is at liberty to serve elsewhere.

11. No strange person shall be hired until he has shown such a testimonial to the head officers before referred to. If such person without a testimonial and fails to procure one in 21 days he may be whipped and treated as a vagabond.

12. Laborers and artificers hired by the day or week from March till September, shall commence work at 5 A. M., and not depart until 7 P. M. Time for breakfast, dinner and "drinking" not to exceed 2½ hours. An afternoon nap permitted in harvest time. Fine of penny for each hour's absence.

13. Artificers who take work in gross (contractors) fined and imprisoned if they refuse to complete job.

14. Artificers must finish work before leaving master.

15. Justices of peace at general sessions must assemble together and "calling into them such discreet and grave persons as they shall think meet, conferring together respecting the plenty or scarcity of the time and other circumstances necessarily to be considered, 'shall' limit, rate and appoint the wages of such laborers or artificers, workmen, etc., as they shall think meet in their discretion." The justices were to report their determination to the chancellor or privy council, who were to cause proclamations to be made commanding everybody in the name of the queen to observe the same, which decrees were to be posted in various public places.

18. Paying more than the assessed rates, punishable by fine.

19. Taking more, punished by 21 days imprisonment.

20. All agreements for more than the fixed wages, void.

21. Assault by servant or master, punishable by one year's imprisonment and corporal punishment not involving life or limb.

22. Artificers may be compelled to work in the fields at harvest time.

23. Unmarried women between 12 and 40 may be compelled to go out to service.

27. Terms of apprenticeship fixed at 7 years and until apprentice is 24 years old.

28. Persons in cities exercising the mystery of merchant trading beyond seas, draper, mercer, goldsmith, ironmonger, embroiderer or clothier shall not take any apprentice or servant to be instructed in the arts, unless the parents of such apprentice have lands of 40 shillings value yearly.

29. Persons in market towns may take children of inhabitants as apprentices, but not children of laborers.

30. Persons using the trades of smith or wheelwright, the various branches of the building trade, etc., may take any one as apprentice.

31. Unlawful for any person to work at any trade in England or Wales unless he shall have served 7 years apprenticeship.

32. Cloth-workers, tailors, shoe makers, etc., shall keep one journeyman for every apprentice above 3.

The "liberties" of London and Norwich are saved by the act.

This statute was not repealed until early in the present century.

Under the Stuarts a more or less open attack on guild privileges was inaugurated. These institutions had lost in great measure their democratic character. Admission to the guild had become almost hereditary, the fees, except to sons of members, being fixed beyond the reach of any but the wealthy. They had become close, selfish monopolies, but were still powerful by reason of their wealth. The Tudors had granted monopolies similar to those enjoyed by the guilds to court favorites, and the Stuarts enlarged upon this practice. The statute of monopolies checked but did not wholly overcome the evil. But monopolies were hateful. Everything was apparently paying toll to some individual or company and trade restrictions bore heavily on the people.

The courts began an attack on corporate by-laws. Guild regulations designed to limit competition were (when possible) declared unreasonable, *ultra vires* and void.

Under the rule of parliament and that of Cromwell, wages nearly doubled. Several causes probably contributed to this result, among which was the relaxation of the law of parochial settlement.

Under Charles II. the condition of the laborer rapidly deteriorated. The combination laws of Edward VI. were reaffirmed and the poor laws made more stringent. Any stranger coming to a parish and occupying a tenement of less than £1 10s. yearly value, might be summarily removed by the justices. From this period till the intro-

duction of the factory system in the next century the position of the agricultural laborer was probably worse than under any chattel slave system the world ever saw. The justices regulated wages, and being large employers fixed them as low as decency would permit. The balance must be made up from the poor rates. To these poor rates the small farmer and occupying tenant must contribute. Labor was not greatly needed except at harvest time, and to some extent during the ploughing season. It being impossible to produce a laborer who could hibernate during the rest of the year, other expedients were resorted to.

Each district was perpetually endeavoring to drive its poor into the other sections. Where one or two persons owned all the lands in a parish the laborers' cottages were ruthlessly destroyed. After the then existing generation of laborers had died of privation or wandered off to be whipped, transported or hanged no more settlements could be procured. When labor was needed at harvest time it could be produced from other sections. It is not surprising that rents were much higher in these "close" parishes.

The law of parochial settlement bound the laborer to the place of his birth, a serf condemned to pass his life in grinding poverty, with no voice in the determination of wages or the hours he should toil. He was not permitted to even earn a living. His scanty wage must be supplemented by parochial alms. The small tenant farmer was compelled to contribute toward the payment of the labor needed by the great land-owner, who was thus permitted to rob both the yeoman and the hind.

The attack on the charters of the cities and corporate towns and on the privileges and liberties of London under Charles II. did not apparently affect the condition of the craftsmen in any way.

The predominance of the landed interest, which was firmly established at the restoration, was, if anything, increased by the revolution which seated William III. on the throne. A slight amelioration of the poor laws in the direction of increasing the mobility of labor was made in this reign. Church wardens were permitted to issue licenses to laborers who wished to move. In these licenses the liability of the laborer's original parish was acknowledged, and it was agreed that the parish into which the laborer moved might return him and his family if at any time he became a charge on the new parish. This provision was found useful in later times when new seats of industry sprang up.

Employers by giving bonds could secure laborers and bring them into new parishes. But it gave the employers a firm hold upon the unfortunate laborer.

During the last quarter of the 17th and the first half of the 18th century the condition of the laborer was at its worst. Prices had risen greatly, partly through the artificial stimulus of the "common" laws. Wages had been fixed by the justices and it was a crime to take more. But the justices refused to advance wages to meet the advance prices. The poor agricultural laborer had no resource. He took what he could get, pieced it out with parish alms and starved without a murmur. But the craftsman of the cities was made of different stuff and he fought hard for his bread.

CAPITAL AND LABOR.

This was the period when the war between capital and labor as we understand it began, the period when combinations of laborers became frequent, and all the power of the State was directed against them.

In 1720 was passed an act for "regulating journeymen tailors within the bills of mortality" (7 Geo. I., Statute 1, chap. 13). It recites that "great numbers of journeymen 'taylors' in the cities of London and Westminster have lately departed from their services without just cause and have entered into combinations to advance their wages to unreasonable prices, and lessen their usual hours of work," which is of evil example, and manifestly tends to the prejudice of trade, to the encouragement of idleness and to the great increase of the poor.

All contracts and agreements between tailors for advancing wages or lessening hours are declared void. Any tailor entering into or abiding by such agreement may be sentenced to two months hard labor. Hours of work are to be from 6 A. M. to 8 P. M., with an hour for dinner. Wages from March 20 to June 20, 2 shillings per day; for balance of year 1 shilling and 8 pence. Justices may change wages and hours in their discretion.

Any tailor leaving service before end of his term, or leaving work unfinished, or refusing to work when required by a master, liable to two months imprisonment, with hard labor.

From this time combination laws directed solely against workmen followed thick and fast. The earlier combination laws, it will be remembered, forbade combinations of traders, masters and workmen alike.

The fiercest struggle came in the woolen goods trade. For centuries this business had been specially protected. The exportation of wool and the importation of finished goods were forbidden under heavy penalties. Apprentices laws and inspection laws were passed in every reign.

The business was carried on in weavers' communities by small masters, with a couple of apprentices and an occasional journeyman. They made up goods and carried them to the clothiers' halls for sale. Gradually a class of wealthy clothiers developed. They furnished raw material and machinery to poorer weavers, and either shared in the product or purchased the made-up goods at rates below the regular market prices. Attempts to regulate and limit the use of machinery were made under Edward VI. and Philip and Mary. Of course such regulations were never fully enforced.

SAVAGE STATUTES.

In the first quarter of the 18th century, it is known that the workmen employed in the woolen trade petitioned the justices to meet and assess wages. The justices met but refused to take any action in the premises. As a consequence wages remained at the old insufficient figures. The weavers revolted and committed many outrages. The result was a stringent combination law.

It is entitled an act to prevent combinations of workmen in the woolen trade and for better payment of wages.

It recites that great numbers of weavers and others concerned in the woolen manufacture have lately formed themselves into clubs and societies and have presumed, contrary to law, to enter into combinations and make by-laws and orders by which they pretend to regulate trade and the price of goods and to advance wages unreasonably, and have committed great violence and outrages, and that it is necessary that more effective provisions be made against such unlawful combinations.

All by-laws and ordinances of any such societies are declared void, and all contracts or agreements of wool combers or weavers for regulating trade are declared void. Persons making such agreements liable to three months hard labor.

Wages must be paid in money, and payment of wages may be enforced in summary manner by distress.

Stringent provisions were enacted against violence, threatening letters, etc., damaging cloths; machinery, etc. All these were punishable by transportation for 7 years.

Breaking into shops with intent to damage cloth or tools was made punishable with death.

The act was soon extended to the frame work, knitting and stocking trades.

The use of the words "unreasonably advancing wages" would seem to indicate that these societies claimed the privileges of the old guilds, or even claimed that they were the inheritors of the guilds' rights. The ancient formula in the guilds charters permitted them to pass "reasonable" laws and ordinances. When the courts attacked the municipal corporations and chartered companies they held that "unreasonable" by-laws and ordinances were void, and that by-laws in restraint of trade were unreasonable. The same idea seems to have been injected into the early combination laws.

The statute seems to contemplate a mixed state of affairs. There are provisions against raising prices as well as against raising wages. It is probable, therefore, that the small master and journeyman were united against the capitalist clothier working on the sharing system. These clothiers controlled the chartered companies which had all become close corporations in which membership was nearly hereditary. The guilds being associations of capitalists, the workingmen then began to form trade unions, which rapidly sprang into being in the various handicrafts. Between 1725 and 1799 when the first general combination law was passed, special acts based on the wool trade were enacted forbidding combinations among brick makers, hatters, felters, silk-workers, and persons engaged in the cotton, leather, fur, hemp, fustian, mohair and iron trades.

TO ENFORCE THE LAW.

These combinations appear to have been organized primarily to enforce the provisions of the statute of Elizabeth. By that statute it will be remembered the right to exercise certain trades in England and Wales, was limited to persons who had served seven years apprenticeship. Furthermore, the right to carry on a trade in a city or corporate town was strictly limited to free-men of the place. Besides there were many inspection laws, hosts of special customs and franchises and liberties without number, all of which were designed to discourage competition and benefit the craftsman.

The execution of these laws had in many cases been committed to the wardens of the guilds. When the controlling voice in the

guilds passed into the hands of capitalists these laws were permitted to fall into disuse. The courts limited the statute of Elizabeth by construction to cities, corporate towns and market towns. It was also held that new trades which resulted from the subdivision of labor or were the results of discoveries made after the statute was passed were not within the statute of Elizabeth. Justice, too, refused to fix wages, leaving the old insufficient rates as the legal standards, to take more than which was a crime.

The statute of Elizabeth conferred a valuable property right on men who had served the requisite apprenticeship. It is the only instance in English history where such a right was deliberately destroyed by the united action, or refusal to act, of the government and the courts. Privileges of the capitalistic guilds were bought up by the State. Monopolies granted to royal bastards were changed into pensions, rights to levy tolls conferred on royal favorites were commuted for immense sums, but the property right of the laborer to a privilege for which he had served seven long years was ignored.

With the construction of canals the invention of the steam engine, the power loom and the "mule" came the "captains of industry." Finding themselves hampered by corporate privileges in the old seats of industry, they planted their factories in new districts, stocked them with improved machinery, filled them with the sons and daughters of agricultural serfs and began to create industrial England, and build a plutocracy on the ruins of the landocracy.

The handicraftsmen fought hard. They combined and passed rules based on the old by-laws of the guilds. But they were met by combination laws which punished concert by imprisonment and violence by death. They endeavored to enforce the apprenticeship laws, the inspection laws, the customs, the guild regulations, but were baffled and harassed by the very men whose duty it was to enforce these regulations.

In the woolen goods trade, for instance, 7 years' apprenticeship was required of a craftsman, and a master must employ a journeyman for every apprentice over three. But factories were started in the north of England where as many as 400 apprentices were engaged, with but one journeyman, the foreman and instructor.

The literature brought out by the long fight of the Clothiers' Institution of Leeds to preserve the regulations of the trade and

enforce the law, shows clearly how the statutes were violated with the connivance of those who should have enforced them.

Of course the change ultimately benefited the laborer. If the old system had continued it would certainly have evolved into the institution of castes as iron-bound as those of the Hindoos. The condition and position of the English laborer has vastly bettered under the so-called "capitalistic regime." From a serf with few civil rights and no political privileges, the agricultural laborer has become a free man and a voter. He lives better, and though his wants have increased faster than his earnings, he is at least free from the taint of villeinage. The position of the mass of the people is absolutely better, relatively (as compared with that of the wealthy), much the same. The craftsman of the 16th century ranked close behind the merchant and trader. The craftsman of the present day is certainly far more comfortable even if less independent than his predecessor.

UNDER THE FACTORY LORDS.

With the close of the 18th century came 2 carefully devised combination laws passed at the instance of the factory lords. The first was enacted in 1799, and was entitled :

"An act to prevent unlawful combinations of workmen." Its preamble read :

WHEREAS, Great numbers of journeymen manufacturers and workmen in various parts of this kingdom have, by unlawful meetings and combinations endeavoured to obtain advance of their wages and to effectuate other illegal purposes; and the laws at present in force against such unlawful conduct have been found to be inadequate to the suppression thereof, whereby it is become necessary that more effectual provision should be made against such unlawful combinations; and for preventing such unlawful practices in future and for bringing such offenders to more speedy and exemplary justice."

It continued :

From and after the passing of this act all contracts, covenants and agreements whatsoever, in writing or not in writing at any time or times heretofore made or entered into by or between any journeymen manufacturers or other workmen or other persons within this Kingdom, for obtaining an advance of wages of them, or any of them or any other journeymen manufacturers or workmen or other persons in any manufacture, trade or business, or for lessening or altering their

or any of their usual hours or time of working, or for decreasing the quantity of work or for preventing or hindering any person or persons from employing whomsoever he, she or they shall think proper to employ in his, her or their manufacture, trade or business, or for controlling or in any way affecting any person or persons carrying on any manufacture, trade or business in the conduct or management thereof, shall be and the same are hereby declared to be illegal, null and void to all intents and purposes whatsoever.

The second section provided that any journeymen or workmen who should in any way enter into or be concerned in making any such contract or agreement as was above declared illegal, should upon conviction before a justice of the peace, be committed to jail for 3 months or to the house of correction for 2 months with hard labor.

The third section provided that every journeyman or workman who should enter into any combination to

Obtain an advance of wages,

Lessen or alter the hours of work,

Decrease the quantity of work,

Or for any other purpose contrary to this act or who should

By giving money or

By persuasion, solicitation or intimidation endeavor to prevent any unhired or unemployed journeyman or any other person wanting employment from hiring himself to any manufacturer or tradesman;

Or who should for any purpose contrary to the provisions of the act, directly or indirectly

Decoy,

Persuade,

Solicit,

Intimidate,

Influence or prevail, or

Attempt or endeavor to prevail

On any journeyman hired or to be hired to

Quit or leave his work, service or employment

Or who should

Hinder or prevent or

Attempt to hinder or prevent

Any employer from hiring such workmen as he might think proper or who (being hired or employed) should

Refuse to work with any other journeyman employed therein should be punished as provided in the second section.

The third section provided that all persons who should

Attend any meeting held for the purpose of making agreements declared illegal by the act; or

Of entering into, supporting, maintaining, continuing or carrying on any combination for any purpose prohibited by the act or who should

Summon, give notice to, call upon, persuade, entice, solicit or

By intimidation or other means directly or indirectly endeavor to induce any person to attend such meeting;

Or who should

Collect, demand or receive any sum of money from such person for any of the purposes aforesaid;

Or who should

Persuade, entice, solicit (or by intimidation or any other means directly or indirectly), endeavor to induce any person to enter into any such meeting or combination, or to quit or leave his work;

Or who should

Pay any money toward the support of such illegal meeting or combination,

Should receive similar punishment.

The 5th section provides that any person who should pay or give any money for the purpose of

Paying expenses incurred by any person acting contrary to the provisions of this act; or

Contribute to the support of persons who had quit work; or

Contribute for the purpose of inducing any person to quit work, should be fined, and in default of payment committed as provided in other sections.

The 6th section declared that all sums collected for purposes before declared illegal should be forfeited, one-half to go to the king, one-half to the informer who should sue for same.

The 7th section provided that any agent or trustee holding such funds might be compelled to answer and make discovery under the process of the court of chancery.

Sections 8 to 14 inclusive regulated the procedure before the justices. They provided for summary hearing and conviction, with appeal only from the single justice to the quarter sessions whose decision was final.

The 16th section declared that nothing in the act should be construed as taking away or abridging the existing powers of

justices in dealing with combinations of workmen or in settling disputes between masters and workmen or fixing wages, hours, etc.

Section 16 declared that the act should not be construed as authorizing any master to employ any person contrary to the provisions of any of the innumerable existing acts regulating the method of carrying on business, but empowered each justice of the peace to issue licenses permitting the employment of outsiders wherever the qualified workmen should refuse to work.

It will be remembered that by various statutes, only workmen who had served regular apprenticeship were permitted to exercise their trades. This provision, therefore, deprived the workmen of their greatest source of strength. When a strike occurred the justices could flood the market by issuing licenses freely.

At the next session of parliament the act was repealed, but immediately reenacted in a changed form. The words "falsely and maliciously" were inserted freely. Offenders must "falsely and maliciously" decoy, solicit, intimidate, etc. The English law makers were never satisfied with simply punishing a laborer; they insisted on trying to make him believe that he was a common criminal. In noteworthy contrast with the English combination laws are those passed by the Irish and Scottish parliaments. The latter were usually based on the theory that combinations were public nuisances.

LIGHTNING CHANGES.

But little change in the law was made till 1825, when the policy of centuries was suddenly reversed under the leadership of Joseph Hume. The statute of 5 George IV, chapter 95, was based on the theory that combination in itself was not criminal. Workmen and masters, under the statute, might freely unite for any purpose except to commit crimes. At the same time violence, intimidation, coercion, etc., whether committed by individuals or combinations, were to be punished in a summary manner.

The statute expressly repealed the common law of conspiracy so far as it might affect trade or labor combinations, and also repealed thirty-four previous statutes (beginning with the ordinance of conspirators of Edward the First), either wholly or so far as they applied to combinations of masters or workmen. Its preamble was as follows :

"WHEREAS, It is expedient that the laws relative to the combination of workmen and to fixing the wages of labor should be repealed,

that certain combinations of masters and workmen should be exempted from punishment, and that the attempt to deter workmen from work should be punished in a summary manner."

The statute went on :

Workmen who shall enter into any combination

To obtain an advance or fix the rate of wages,

To lessen or alter the hours or duration of time of working,

To decrease the quantity of work, or

To induce another to depart from service before the end of his term, or

To return work before it is finished, or

To regulate the mode of carrying on any trade or business, shall not therefor be subject to any indictment or prosecution for conspiracy under the common or statute law.

The third section exempted masters from prosecution for combining to decrease wages, etc.

The fifth section provided summary punishment for individual acts of violence, threats or intimidation. The penalty was two months imprisonment at hard labor.

The fourth section declared that if any persons combine, and

By violence to person or property,

By threats or intimidation force another to

Depart from service before the end of the term for which he was hired, or

Return his work before it is finished ; or

Damage, spoil or destroy machinery or tools or wares ;

Prevent any person (not being hired) from accepting employment or if persons being so combined shall, willfully and maliciously use or employ violence to person or property, threats or intimidation toward another on account of his not complying with or conforming to rules or regulations made to obtain advances of wages, etc. ; or

If any persons shall combine, and

By violence to person or property ; or

By threats or intimidation,

Willfully and maliciously force any manufacturer, foreman or agent to make any alteration in the mode of carrying on business,

Each and every person so offending or causing, procuring, aiding or abetting or assisting in such offense shall be punished by two months' imprisonment at hard labor.

This was the old punishment for simply combining.

Immediately upon the passage of the act of 1824 the combinations of workmen, which had previously been secret, commenced to work openly. There were a great number of strikes which were accompanied by considerable disorder. At the next session of parliament a commission was promptly appointed to investigate the whole subject of labor combinations and report by bill. Petitions for a return to the old system flowed in from manufacturers and non-union workmen, while counter-petitions with hosts of signatures were handed in by the organized laborers.

When the new bill came up for debate its sponsors said it was intended to declare combinations for raising or maintaining wages legal, and to leave other combinations to the common law.

It is evident from the debates in parliament on the laws of 1824 and 1825, that the restraint of trade idea had but little influence in shaping legislative action. The men who favored the repeal of the combination laws were those who were foremost in the fight for the repeal of the protective and restrictive laws then existing.

Trade was well restrained in England at the time. The corn laws hampered the importation of cheap food; the exportation of machinery was forbidden, and high tariffs still prevented the importation of manufactured goods.

The artisan was not permitted to combine, and was not even permitted to emigrate. Both laws were designed to give the capitalist cheap labor.

A desire to save individuals from coercion by combinations was indeed one of the reasons which lead to the enactment of the law of 1825. But whether it was due to dislike of coercion or a wish to promote the development of non-union cheap labor is not entirely clear.

Joseph Hume, when moving in 1824 for a committee to consider the advisability of repealing the combination laws, said that for many years past the country had been burdened by a system of laws which prevented the laborers from combining for their own protection. The masters, he said, were permitted to combine to fix or reduce wages, but the workmen could not consult about the rates they ought to get for their labor without rendering themselves liable to fine and imprisonment. He stated that the master shoe makers, the master saddlers and many others were then combined to fix maximum wages.

Mr. Huskisson supported the motion, and appeared anxious only that persons refusing to finish work in hand should be punished.

When the act of 1825 was under debate Mr. Hume declared that it gave the workmen anything but fair play. He charged that most of the strikes and other troubles of the past year were the fault of the masters, and intimated that they had attempted to discredit the act of 1824. He declared that combinations of workmen were needed to offset combinations of masters, and said that the new law was uncertain and vague, especially the part referring to intimidation, etc.

Mr. Huskisson supported the bill, and said that the man who wished to work should be protected against the power of combinations.

Several speakers laid numerous acts of violence at the doors of the unions. These charges were repelled by friends of the workmen.

Mr. Secretary Peel (Sir Robert), whose family had been at war with trade unions for half a century, was the only speaker who found fault with combinations as interfering with the freedom and prosperity of trade. At that time Mr. Peel was a staunch protectionist and the special champion of the corn laws.

The act of 6 George IV., chapter 129, was finally passed. It recites in the preamble:

"WHEREAS, An act was passed at the last session repealing the laws relating to trade combinations, and

"WHEREAS, The provisions of such act have not been found effectual, and

"WHEREAS, Such combinations are injurious to trade and commerce, dangerous to the tranquility of the country, and especially prejudicial to the interests of all who are concerned in them; and

"WHEREAS, It is expedient to make further provision as well for the security and personal freedom of individual workmen in the disposal of their skill and labor, as for the security of property and persons of masters and employers, and for that purpose to repeal the said act, and to enact other provisions in lieu thereof."

The repealing clause of the last years' act was renewed, except that there was no mention of the common law.

Section three of the act was as follows:

"If any person shall, by violence to person or property, or by threats or intimidation, or by molesting, or in any way obstructing another

force, or endeavour to force any journeyman, manufacturer, workman or other person hired or employed in any manufacture, trade or business, to depart from his hiring, employment or work, or to return his work before the same shall be finished, or prevent or endeavor to prevent any journeyman, manufacturer, workman or other person not being hired or employed from hiring himself to or from accepting work or employment from any person or persons; or if any person shall use or employ violence to the person or property of another, or threats or intimidation, or shall molest or in any way obstruct another for the purpose of forcing or inducing such person to belong to any club or association, or to contribute to any common fund, or to pay any fine or penalty; or on account of his not belonging to any club or association, or not having contributed or having refused to contribute to any common fund, or to pay any fine or penalty, or on account of his not having complied or of his refusing to comply with any rules, orders resolutions or regulations made to obtain an advance or to reduce the rate of wages, or to lessen or alter the hours of working, or to decrease or alter the quantity of work, or to regulate the mode of carrying on any manufacture, trade or business, or the management thereof; or if any person shall, by violence to the person or property of another, or by threats or intimidation, or by molesting, or in any way obstructing another, force or endeavor to force any manufacturer or person carrying on any trade or business to make any alteration in his mode of regulating, managing, conducting or carrying on such manufacturing, trade or business, or to limit the number of his apprentices, or the number or description of his journeymen, workmen or servants, every person so offending, or aiding, abetting or assisting therein, being convicted thereof in manner hereinafter mentioned, shall be imprisoned, and may be kept at hard labor for any time not exceeding three calendar months."

Section 3 provided that the act shall not extend to subject any persons to punishment who should meet for the sole purpose of consulting upon and determining the rate of wages or prices, which the persons present at such meeting should demand for their work or the hours they should work, or any persons who should make any agreement to fix wages or hours.

Section 4 extended the same protection to combinations of masters.

The legislation of 1824 and 1825 was intended to be remedial. It at least introduced the principle of individual responsibility into the labor laws.

But the act of 1825 was a most absurd measure and its effects were mischievous. It soon developed into a huge legal trap.

Instead of the general section declaring that combinations for certain purposes were not criminal, it contained two carefully guarded provisos permitting masters and workmen to combine to depress or raise wages. The protection was limited to persons actually present at a meeting. This was a covert attack on the then existing systems of trade unions, whose business was generally carried on by delegated bodies. This arrangement was made necessary by the old combination laws, which compelled the men to work in secret.

The penal sections were more comprehensive than those in the act of 1824, but combinations to commit the offenses mentioned in the act of 1825 were not specifically made criminal or specifically punished as in the former act.

The "common law" was restored to whatever vigor it possessed by the omission of all mention of it in the repealing clause.

If the common law consists of decisions of judges declaring the law on given states of facts, there was no common law on the subject of labor combinations at this time. There had been no opportunity to pass on the question of the criminality of such combinations at common law, as statutes had been in existence for centuries. There were numerous hostile "sayings" of judges, to be sure, but no precedents.

By repealing laws which directly forbade combinations and permitting the revival of laws whose scope had never been declared or defined parliament simply reduced certainty to uncertainty. If it regarded labor combinations as harmful parliament should not have repealed the old statutes. If it regarded them as harmless it should have left the law of 1824 alone. But its action in turning the matter over to the judges for what was practically *ex post facto* construction, was in every way a shuffling evasive performance.

The judges accepted the responsibility and proceeded to declare labor combinations criminal at common law as :

1. Being in restraint of trade.
2. Being designed to coerce or injure others.

The celebrated "Memorandum on Trade Unions," prepared by Sir William Erle is probably the best exposition of the theory that combinations which operate to restrain or impede the free course of trade are criminal conspiracies at common law.

Of this memorandum Mr. Stephen says, in his history of criminal law:—

“It is written with consummate skill and knowledge of the subject, and resolves itself shortly into the following: The author conceives of the common law as including, though not entirely consisting of a set of principles intuitively perceived to be good and just by jurists who flourished at almost any time and who managed to get other jurists to accept their statements. From these principles of law flow rules which it is the duty of courts of justice to put in force when and so far as facts brought under their notice require them so to do. That there should be a free course of trade is one of those principles. That combined efforts to defeat it in particular instances should be indictable conspiracies is one of these rules. The principle and the rule alike were thrown into the shade by the statutes collectively described as the combination laws; but upon the repeal of these laws they came forth in full force and were rather declared than reenacted by the 6 George IV., chapter 129, which was founded upon and in its main provisions was declaratory of the common law, though it provided summary modes of procedure unknown to that law. The act was to be interpreted in the light of these principles, as in fact it has been.”

Mr. Stephen says that this “is a correct description of the way the courts did construe the act of 1825, and it puts forward in justification of the course they took, a view of the common law, which is attractive to many people, but which seems to me almost entirely imaginary. I think that the law was, in fact, vague and uncertain to the last degree before 1825, except so far as it was embodied in statutes which were repealed by that act.”

The law on the subject of how far combinations in restraint of trade are illegal was uncertain in 1825, and it was still uncertain at least as late as 1856, when three judges of the Court of Queen's Bench, in the case of *Hilton v. Eckerly*, each took a different view of the subject, and on the appeal six judges of the Exchequer Chamber took a fourth view, and decided that neither of the judges of the Queen's Bench was right.

And yet, during the thirty years between 1825 and 1856, ignorant laborers were expected to obey laws on which such widely divergent opinions were held by the judges of the highest courts in England.

Judge Stephen objects to Judge Erle's conclusions. A stronger objection might be taken to Judge Erle's facts. It can not fairly

be claimed that freedom of trade is a part of the common law. When that law was in process of development the mercantile system dominated England and shaped its legislation. Under that system free trade was unknown. Exportations were forbidden in some instances, in others were aided by bounties. Importations were hampered in some cases, aided in others. Combinations were universal. Every branch of trade was incorporated. Nothing was left to natural forces. Everything was regulated by law.

In later years the courts did restrict the privileges of the guilds, but not because they desired free trade. They applied the *ultra vires* doctrine to corporations. There were few adherents of complete freedom of trade in England before Adam Smith.

Under the paternal theory of government which prevailed in England down to recent times, the engrossing of commodities by private individuals or combinations were forbidden. For the same reason combinations of masters or workmen to enhance the price of goods and wares were punished. The motive for this legislation was a desire to protect the public against uncontrolled private greed, not the belief that free trade was beneficial.

The later combination laws (those of the 18th century) against workmen were class measures designed to make labor cheap and laborers submissive.

It is noticeable that none of the judges who thought combinations mischievous because they interfered with the free course of trade or the liberty of the individual to bestow his capital or skill as he deemed best, ever attempted to upset the restrictive laws which limited competition in their own business. Trade unionists were imprisoned for endeavoring to limit apprentices, but no attempt was made to abolish the restrictions upon the right to practice law.

Of all the ancient guilds only those of the lawyers and doctors still retain their privileges. The rules of the honorable company of barber chirurgians yet flourish under the sanction of the law, mediæval relics, the inns of court, still control admission to the bar.

And even in America, where guild privileges had at best but a slight foothold, the lawyers and doctors retain their grip.

To the average observer there is nothing higher, holier or more sacred about the business of securing and defending clients than there is about the art, trade or mystery of packing pork. To require a preliminary course of study and an examination as a

prerequisite to the right to practice law may guarantee a certain amount of skill in the licensed practitioner, but so it would in all other trades.

The medical societies differ but little from trade unions. The uniformity of the minimum fee demanded, indicates an understanding, if not a scale. They boycott non-unionists vigorously. There is something to be said in favor of restrictive laws, so far as doctors are concerned, but the requirements for admission to practice are being continually increased, almost avowedly with the intent to limit competition.

But even if the public could not protect itself against unskillful doctors, it certainly could against unskillful lawyers.

There is a marked effort at the present time among different trades and professions to secure exclusive privileges. The horse doctors are pushing their claims in that direction in most of the States. The Brooklyn master builders gravely asked the last Legislature to take their business out of the list of open trades. Architects are moving with the same end in view. If the guild system is beneficial, it should be made universal. If it is harmful, all such privileges should be repealed.

The determination of the English judges to widen the common law of conspiracy, as applied to labor disputes, led to a queer struggle between parliament and the courts.

It was soon decided that strikes against non-union men and strikes for changes in the mode of conducting business were not within the protection of the statute, and that combinations for those objects were misdemeanors at common law.

The hostile spirit which animated the legal authorities of England is strikingly shown by the prosecution of the six Dorsetshire laborers (*Rex v. Loveless*). These unfortunates, who were ignorant men of previous good character, were convicted of administering unlawful oaths under statutes passed to punish political conspiracies, and directed against the adherents of the Stuarts and the United Irishmen.

The chief witness (an informer) testified that he had been taken by the defendants to a public house, where he was blindfolded and led into a back room. An oath was then read to him, which he was unable to repeat on the trial. All he recollected was that he promised to keep secret the doings of the society, and that something was said about being plunged into eternity. Then one of

the attendants rattled a skeleton and some one in a deep voice said, "Remember your end."

The poor wretches were convicted and transported to Australia, where they were sold to labor contractors for £1 per head. Tremendous excitement prevailed in England over the conviction. One meeting in Copenhagen fields, to protest against it, was attended, it is reported, by 400,000 persons, and 50,000 workmen marched in procession to the prime minister's residence to present a petition for clemency, bearing over 266,000 signatures. Pardons were finally granted, against strong protests from manufacturers' associations, but were never promulgated properly, and some of the men were actually held in servitude for years after the pardons were issued, until they learned by the merest accident that they were free.

The cases of *Rex v. Duffield* and *Rex v. Rowlands* led to the first change in the law. They grew out of the Wolverhampton tinnners' strike.

It appears that the Messrs. Perry had by the introduction of improved machinery unsettled the trade and secured the enmity of both rival manufacturers and the body of the workmen at the trade. They paid lower piece rates than their rivals and undersold them. At the same time their workmen earned more than the men who were employed in other shops.

The Wolverhampton Union prepared a book of prices based on the use of the old machinery and hand work. This the Messrs. Perry refused to pay. They also discharged Preston, the committeeman who presented the scale. It was tacitly admitted that he was discharged for being a prominent union man.

A central organization known as the National Association of United Trades, with which the Wolverhampton tinnners were affiliated, took up the fight.

In December, 1849, one Green called on Perry and asked why Preston had been discharged. Perry refused to give any reason, except that Preston's services were no longer required. Green tried to get a direct answer to the question whether Preston was discharged for being a society man, and stated that if such was the case, they would take all the men out.

In April Green forwarded a copy of the scale from the headquarters of the national association, and called shortly after with one Peel, and stated he had come down to settle the differences

between the Messrs. Perry and the workmen. Perry denied that such differences existed and told Green it was none of his business anyway. Green said the book of prices had been adopted by the men and he had been sent as a committeeman to get an answer. Perry temporized (as he afterward testified), because he had many orders on hand and wished to get time to hire men before a strike came. He promised to consider the scale. A strike was finally ordered and a terrible struggle ensued. Some of the workmen were under contracts but broke them. Men were imported from Belgium and France, but were bought off. It was proven that men were induced to drink until they were intoxicated and then were shipped off to different points. There was no actual violence, but the old men were supported and new men bribed, and in other ways induced to leave. The fight nearly bankrupted both the Perrys and the national association.

A most vigilant system of picketing was established. Men patrolled about the works night and day. Trains were watched, agents of the firm followed to distant parts of England and even to the continent, and the business of the firm was finally brought to a standstill.

The committeemen from the national association were finally indicted for conspiracy to "injure," "molest" and "obstruct" the Messrs. Perry and their employés.

Molestation and obstruction were, it will be remembered offenses under the act of 1825, and were practically created by that act. Being crimes, of course, a combination to commit such acts was a common law conspiracy to commit a crime. But while the acts themselves were punishable under the statute only by two months' imprisonment at hard labor, a conspiracy to commit those crimes being a common law misdemeanor was punishable by penal servitude for a term of years.

Sir William Erle, who tried the case, said that workmen who combined to raise wages were protected by the act of 1825, but that the protection was limited to men directly interested in the question who were present at a meeting.

The National Trades Association committeemen, not being directly interested in the question of wages were, he held, in the position of naked conspirators who without legal excuse combined to injure the Messrs. Perry.

"Workmen may," he said, "if they think proper combine for their own protection and to secure such wages as they choose to demand. But 'a combination' for the purpose of injuring another, is a combination of a different nature directed personally against the party to be injured; and the law allowing them to combine for the purpose of obtaining a lawful benefit to themselves gives no sanction to combinations which have for their immediate purpose the hurt of another."

He went on, "if you should be of the opinion that a combination existed for the purpose of obstructing the prosecutors in carrying on their business and forcing them to consent to the book of prices, and in pursuance of that concert they persuaded free men (*i. e.* men not under contract) and gave money to free men to leave the employ of the prosecutors, the purpose being to obstruct them in their business and so force their consent, with no other result to the parties combining than gratifying ill-will, that would be a violation of law."

The defendants were convicted and the conviction was affirmed on appeal, though singularly enough the counts charging conspiracy to molest by enticing away workmen were condemned as too vague.

The decision in *Rex v. Rowlands* led to the enactment of the act of 22 Victoria, the first section of which reads:

"No workman or other person, *whether actually in employment or not* shall, by reason, merely of his entering into an agreement with any workmen or workman, or other person or persons, for the purpose of fixing or endeavouring to fix the rate of wages or remuneration at which they or any of them shall work, or—by reason *merely of his endeavouring peaceably* and in reasonable manner, and *without threat or intimidation*, direct or indirect, to *persuade others to cease or abstain from work in order to obtain the rate of wages or the altered hours of labor* so fixed or agreed upon, or to be agreed upon, shall be deemed or taken to be guilty of "molestation" or "obstruction" within the meaning of the said act (6 Geo. IV., chap. 129), and shall not therefore be liable to any prosecution or indictment for conspiracy, provided always that nothing herein contained shall authorize any workman to break or depart from any contract or authorize any attempt to induce any workman to break or depart from any contract."

This permitted central committeemen to interfere in strikes and declared that persuasion was not a "molestation" or "obstruction."

The rule in *Rex v. Rowlands* is of great importance in America, even though it was to some extent based upon an English statute.

Our New York statute specifically protects combinations of persons engaged in the same trade or handicraft who coöperate to raise wages or maintain wages.

Central committeemen are not within the exception in section 170 of the New York Penal Code. Even in strikes for wages they will be in the position of naked conspirators if they interfere. Central Labor Union committees, mixed assembly committees, the general executive board of the Knights of Labor are all in this category unless, indeed, the guarded provision of section 675 of the Penal Code should be construed as permitting their interference.

In States where a distinction is drawn between a combination to benefit members and one to injure others, the position of such committeemen is a dangerous one. In those States it is held that criminality depends on the intent and that men are not conspirators who combine to benefit themselves even though they indirectly injure others. But such committeemen can show no prospective tangible benefit to themselves and are left defenseless.

A series of cases commencing with *Walsby v. Ansley* in 1861, and culminating with that of *Regina v. Druitt* in 1867, led to great complaint against the act of 1825 even as amended in 1859. In the first case *Walsby* presented to *Ansley* a paper signed by all but two of the men in the latter's employ, notifying him that unless he discharged two non-union men they would all leave. This was held to be a threat designed to force *Ansley* to alter the mode of conducting his business. The conviction was affirmed on appeal.

In *Regina v. Druitt*, pickets were indicted for conspiracy to molest and obstruct. Baron Bramwell laid down the law as follows:

"The liberty of a man's mind and will to say how he should bestow himself and his means, talents and industry, is as much a subject of the law's protection as that of his body. Generally speaking, the way in which people have endeavoured to control the operation of the minds of men is by putting restraints on their bodies, and therefore we have not so many instances in which the liberty of the mind is vindicated as that of the body. Still, if any set of men agreed among themselves to coerce that liberty of mind and thought by compulsion and restraint, they would be guilty of a criminal offense, namely, that of conspiracy against the liberty of mind and freedom of will of those

toward whom they so conducted themselves. I am referring to coercion and compulsion — something that is unpleasant and annoying to the mind operated upon; and I lay it down as clear and undoubted law that, if two or more persons agree that they will by such means coöperate together against that liberty, they are guilty of an indictable offense."

Judge Stephen says the law was laid down far too widely on this occasion.

The net result of all these cases was that the workmen were always convicted. It was, apparently, legal to strike for wages, but illegal to do anything toward winning the strike. The workmen were sullen and dissatisfied, while a strong feeling had been created against trade unions by a series of horrible outrages perpetrated in Sheffield and elsewhere.

In 1868, a commission consisting of Sir William Erle (author of the well-known Memorandum on Trade Unions, the judge who presided in *Rex v. Roland*), the Earl of Litchfield, Sir Edmund Head, Lord Elcho, Sir Daniel Gooch, Herman Merivale, James Booth, John Roebuck, Thomas Hughes, Frederic Harrison and William Matthews, were appointed to report upon the organization and rules of trade unions and their effect, with power to investigate outrages and to suggest improvements in the law.

A careful investigation was made of the whole subject. Under promise of immunity from prosecution men who had been engaged in murders and other outrages came forward and testified. Mr. Abram S. Hewitt was a witness, and stated that the outrages committed in England were unknown so far as trade unions were concerned in the United States.

The majority of the commission recommended an amendment of the law which would declare that hereafter no trade combination should be unlawful merely because it operated in restraint of trade. But that it should be unlawful to combine not to work with a particular person. The commission did not deem it advisable to interfere in any way with the law so far as it punished attempts at coercion, moral or physical.

Another matter of importance was passed upon. One of the chief complaints of the trade unions had been that they were outlawed; that their funds were not protected by law. The courts had held that men who embezzled trade union funds could not be prosecuted. What especially exasperated the trade unionists was

that they had employed Alexander Cockburn, the barrister, to draft a law which would give their funds legal protection. He did so, and was well paid for the work. When this very law afterward came before him as chief justice of the Queen's bench, he decided that it gave no protection.

The commission proposed to permit the trade unions to register (a species of incorporations) under the Friendly Societies Act, if their rules did not

1. Attempt to limit the number of apprentices.
2. Attempt to limit the use of machinery.
3. Attempt to prevent piece-work, sub-contracting or working with non-union men.
4. Permit the union to contribute to the support of any other union.

Picketing was strongly condemned by the majority of the commission.

Lord Elcho and Herman Merivale objected to the fourth clause above given as a prerequisite to registration. They thought the unions should be permitted to dispose of funds in the way there forbidden.

The Earl of Litchfield, Thomas Hughes and Frederic Harrison recommended that the idea of punishing combination be abandoned; that special laws affecting crimes growing out of trade disputes be repealed, and the punishment of violence or intimidation be left to the general criminal law, which if inadequate should be amended. Conspiracy was to consist only of combinations to commit crimes.

The results of the labors of the commission were the laws of 34 and 35 Victoria, chapters 31 and 32. The first was called the "Trade Union Act," the second the "Criminal Law Amendment Act."

The first declared that :

"The purposes of any trade union shall not by reason merely that they are in restraint of trade be deemed to be unlawful so as to render any member of such trade union liable to criminal prosecution for conspiracy or otherwise."

It was further declared, however, that nothing in the act should enable any court to entertain legal proceedings on agreements between members of trade unions or on agreements to pay strike benefits, etc.

Trade unions were not to be admitted to registry under the Friendly Societies Act, but were permitted to register as trade unions, with none of the limitations recommended by the majority of the commission.

Unions were permitted to purchase and hold real estate and personal property, which was to be vested in trustees. Officers were to be held to strict accountability, and the embezzlement or withholding of union property punished. The rules of the unions were to be filed with the register, and annual returns of receipts and expenditures were to be prepared and filed. In general, the unions, if they wanted their property protected, must give full reports of their transactions. This, of course, rendered it impossible to use the funds for illegitimate purposes.

The criminal law amendment act provided that:

Every person who shall do any one or more of the following acts—

1. Use violence to any person or property.

2. Threaten or intimidate any person in such manner as would justify a justice of the peace, on complaint made to him, to bind over the person so threatening or intimidating to keep the peace.

3. Molest or obstruct any person in the manner defined by this section, with a view to coerce such person.

1. Being a master, to dismiss or to cease to employ any workman; or, being a workman, to quit any employment or to return work before it is finished.

2. Being a master, not to offer, or, being a workman, not to accept, any employment or work.

3. Being a master or workman, to belong or not to belong to any temporary or permanent association or combination.

4. Being a master or workman, to pay any fine or penalty imposed by any temporary or permanent association or combination.

5. Being a master, to alter the mode of carrying on his business, or the number or description of any person employed by him.

shall be liable to imprisonment, with or without hard labor, for a term not exceeding three months.

A person shall, for the purposes of this act, be deemed to molest or obstruct another person in any of the following cases:

1. If he persistently follow such person about from place to place.

2. If he hide any tools, clothes or other property owned or used by such person, or deprive him of or hinder him in the use thereof.

3. If he watch or beset the house or other place where such person resides or works or carries on business, or happens to be, or the approach to such house or place; or, if with two or more other persons, he follow such person in a disorderly manner in or through any street or road.

Provided that no person shall be liable to any punishment for doing, or conspiring to do, any act on the ground that such act restrains or tends to restrain the free course of trade, unless such act is one of the acts hereinafter specified and is done with the object of coercing, as hereinafter mentioned.

The trade unionists supposed that under this act the ordinary strike was legalized. They were mistaken. In 1872 the stokers of a gas works struck and left a large portion of London in darkness. The courts held that this was a conspiracy to molest, injure or coerce the employers, and was punishable under the common law. A threat of a simultaneous breach of contract, it was stated to the jury, might be considered as a conspiracy to prevent the employers from carrying on business.

A great deal of complaint from trade unionists followed and another commission was appointed.

It consisted of Sir Alexander Cockburn (chief justice of the Queen's Bench), Mr. Russell Gurney (recorder of London), Baron Winmarleigh, Edward Bouverie, Sir Montague Smith, John Roebuck, Thomas Hughes, Gabriel Goldmay and Alexander Macdonald. They were directed to inquire into the working of the master and servant act, and the criminal law amendment act of 1871 and report whether it was desirable to define and limit the law of conspiracy.

The master and servant act was the last relic of the statutes of laborers. It had long been a peculiarity of English law that while a refusal to pay wages gave the servant merely an action for damages, the refusal of a servant to abide by his contract of hiring was punishable by imprisonment. Under the statute 31 George II., chapter 71, justices were given power to entertain a complaint by a master or mistress of "any misdemeanors, miscarriage or ill behavior of the servant in his or her service or employment," and to punish the same by abating part of the wages due such servant or "committing him to the house of correction, there to be corrected." With the usual liberality of the justices they held that the last clause authorized corporal punishment (whipping). This statute

was widened in 1823 to include a refusal to enter into service when a contract to do so had been made or a refusal to furnish out a term. This was punished by three months hard labor.

The law was amended in 1867 by an act whose object was to subject all disputes growing out of contracts of service to the disposition of the justices. The statute distinguished between a simple breach of contract and one accompanied with "aggravating circumstances." In the first case the courts were given wide discretion. They could discharge the contract, order wages to be paid, abate wages, direct compensation to be paid for a breach of contract, impose a fine of £20 if compensation could not be assessed or order the specific fulfilment of the contract. The orders of the court could be enforced by imprisonment for three months.

Breach of contract under "aggravating circumstances" was punishable by three months hard labor.

The commission believed that this anomalous method of punishing simple breaches of contract should be abandoned and civil remedies relied upon. Breaches of an aggravated character should, however the commission thought, still be punished more severely.

The report of the commission contains an elaborate defense of the theory of conspiracy law. It is fair to presume that it was written by Sir Alexander Cockburn. After stating that if any change was to be made in the law of conspiracy so far as workmen were concerned, it should be by way of an exception. Leaving the general doctrine undisturbed, the report proceeds:

"The first objection made to the existing law is that it is anomalous and inconsistent, as it enables men to be punished for things as criminal which, if done by them singly, would not be criminal at all. Secondly, it is objected that this law makes men liable to be more heavily punished under a charge of conspiracy for things for which they would be liable only to a less severe punishment if done by each of them singly, as where men are charged with conspiring to do any of the acts made penal by the criminal law amendment act and to which a specific punishment is attached by that act."

A third objection is that by the application of the law of conspiracy, men may be punished for acts which ought not to be dealt with as offenses, and in respect of which the tendency of recent legislation has been to afford immunity from liability to punishment.

It is suggested that the law of conspiracy should be amended by limiting the offense to cases in which the act, which is the subject of the conspiracy, would be a crime if done by a single individual; "why," it is said, "should that be a crime in many which in one is innocent?" Every act must in its nature be either criminal or innocent. If innocent in A, how does it become criminal because B joins in committing it?

This argument is a very specious one and at first might seem to have reason on its side. But those who urge it appear to us to overlook the true ground on which the law is founded, and the principle involved in it; although it is true that an act may form the subject matter of a charge of conspiracy which would not be a crime in a single individual, it is a mistake to suppose that an act in itself innocent can be made the subject of a charge of conspiracy if done by several. Conspiracy in the form which we have here to deal with, always presupposes an act or end in itself criminal or wrongful, or which if done by a single individual would give a right of action, or other civil remedy as being a violation of right.

The commission, apparently, were leaving out of consideration the branch of the law relating to "restraint of trades." It is perfectly innocent for a coal dealer to fix the price of his personal property at any figure he wishes. The report continues:

Conspiracy may be divided into three classes:

First. Where the end to be accomplished would be a crime in each of the conspiring parties—a class which offers no difficulty.

Second. Where the purpose of the conspiracy is lawful, but the means to be resorted to are criminal, as where the conspiracy is to support a cause, believed to be just, by perjured evidence. Here the proximate or immediate intention of the parties being to commit a crime, the conspiracy, is to do something criminal, and here again the case is free from difficulty.

There is absolutely no distinction between the first and second classes as above given. To illustrate: A conspires with B to rob C. A's purpose may have been to secure money to save his family from starvation, but the object of the conspiracy is to commit a crime—robbery. D wishes to gain a lawsuit. To do so he conspires with E to commit a crime—suborn perjury. The object of the conspiracy in each case is to do a criminal act. The purpose or motive in either case is immaterial.

The report proceeds:

"The third case is where, with a malicious design to do an injury the purpose is to effect a wrong, though not such a wrong as, when perpetrated by a single individual, would amount to an offense under the criminal law. Then an attempt to destroy a man's credit and effect his ruin by spreading reports of his insolvency, would be a wrongful act, which would entitle the party whose credit was thus attacked to bring an action as for a civil wrong, but it would not be an indictable offense. If it be asked on what principle a combination of several to effect the like wrongful purpose becomes an offense, the answer is — upon the same principle that any other civil wrong, when it assumes a more aggravated and formidable character, is constituted an offense and becomes transferred from the domain of the civil to that of the criminal law.

"All offenses, it need hardly be observed, are either in their nature offenses against the community or are primarily offenses against individuals. As regards the latter class, every offense against person or property or other individual right, involves civil wrong which would have entitled the person injured to civil redress were it not that owing to the aggravated nature of the wrong and the general insecurity to society which would ensue from such acts if allowed to go unpunished, the State steps in and merging the wrong done to the party immediately interested in the larger wrong done to the community, converts the wrong done by the infraction of individual rights into a crime, and subjects the wrong-doer to punishment, to prevent, as far as possible, the recurrence of the offense. Thus the dividing line between private wrongs entitling the party injured to civil remedies, and private wrongs thus converted into public wrongs—in other words, into offenses or crimes—is to be found in the more aggravated and formidable character, which the violation of individual rights, under given circumstances, assumes. It is upon this principle that the law of conspiracy by which the violation of private right which, if done by one, would be only the subject of civil remedy when done by several is constituted a crime, can be vindicated as necessary and just."

The commission goes on to say that if there are cases in which parties may be held liable for conspiracy where the end is not wrongful nor the means to be used criminal, it does not think it worth while to discuss the subject, as it proposes to repeal the law so far as labor disputes are concerned.

The commission declares that the general law of conspiracy is beneficial, and that the only question to be considered is whether,

in disputes growing out of contracts of hiring or service, it is better to repeal the law. The gas stoker's strike is then referred to and it is declared advisable to punish combinations of men employed in great public works.

The commission admitted that the judges had practically nullified the former law, and said :

"Labor being free, we think that men ought to be at perfect liberty when not under contract to agree among themselves not to work for a particular master or with a particular workman who may be obnoxious to them, and that masters should in like manner be free to agree with one another not to employ certain men. There can be no possible doubt of the right of each individual, not bound by contract, in the exercise of his own free will to refuse to employ or to work for or with any one to whom he objects. There being nothing wrongful in such refusal, we fail to see how the agreement of several to the same effect, unaccompanied by any other circumstances of coercion, can be constituted a crime.

"We therefore recommend that legislative provision should be made, to the effect that no person shall be liable to be indicted for conspiracy by reason only of the object of the combination being to force or control the action or will of any master or workman in any matter relating to the mode of carrying on his business or work, unless the means of coercion to be resorted to shall be one of those mentioned in the criminal law amendment act, or be the willfully breaking or procuring others to break any contract of hiring or service, and unless the object of such coercion shall be one of the purposes set forth in that act."

The commission thought willful breach of contract should be added to the "wrongful means" set forth in the criminal law amendment act, and that a combination to coerce an individual in that way should continue to be a conspiracy.

Mr. Macdonald dissented. He thought that wages would ultimately regulate themselves, and that no combinations of employes or employed could overcome natural laws. He thought the criminal law amendment act should be repealed, and violence, etc., growing out of trade disputes be punished under the ordinary criminal law. He thought workingmen had a right to picket. He said that the argument of the commission in favor of the general theory of conspiracy law, and the reasons given for the maintenance of the law, convinced him that the law was absurd and should be repealed.

It would not be difficult to show that the view of the criminal law there advanced could not be sustained either historically or scientifically.

The result of the agitation was the "Conspiracy and Protection to Property Act," of 1875, the most important portions of which were:

"§ 3. An agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employes and workmen, shall not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime."

A crime for the purposes of this section means an offense punishable on indictment, or an offense which is punishable on summary conviction, and for the commission of which the offender is liable under the statute making the offense punishable to be imprisoned either absolutely or at the discretion of the court as an alternative for some other punishment.

Where a person is convicted of any such agreement or combination as aforesaid to do or procure to be done an act which is punishable only on summary conviction, and is sentenced to imprisonment, the imprisonment shall not exceed 3 months or such longer time, if any, as may have been prescribed by the statute for the punishment of the said act when committed by one person.

"§ 4. Where a person employed by a municipal authority or by any company or contractor upon whom is imposed by act of parliament the duty, or who have otherwise assumed the duty of supplying any city, borough, town or place or part thereof with gas or water, wilfully breaks a contract of service with that authority or company or contractor knowing or having reasonable cause to believe that the probable consequences of his so doing, either alone or in combination with others, will be to deprive the inhabitants of that city, borough, town, place or part wholly or to a great extent of their supply of gas or water, he shall on conviction thereof by a court of summary jurisdiction or on indictment as hereinafter mentioned, be liable either to pay a penalty not exceeding £20 or to be imprisoned for a term not exceeding 3 months, with or without hard labor.

"§ 5. Where any person wilfully and maliciously breaks a contract of service or of hiring, knowing or having reasonable cause to believe that the probable consequences of his so doing either alone or in

combination with others, will be to endanger human life, or cause serious bodily injury or to expose valuable property whether real or personal to destruction or serious injury, he shall on conviction thereof by a court of summary jurisdiction or on indictment as hereinafter mentioned, be liable either to pay a penalty not exceeding £20 or to be imprisoned for a term not exceeding three months with hard labor.

"§ 7. Every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority:

1. Uses violence to or intimidates such other person or his wife or children, or injures his property; or

2. Persistently follows such other person about from place to place; or

3. Hides any tools, clothes or other property owned or used by such other person, or deprives him of or hinders him in the use thereof; or

4. Watches or besets the house or other place where such other person resides or works or carries on business, or happens to be, or the approach to such house or place; or

5. Follows such other person, with two or three other persons, in a disorderly manner, in or through any street or road, shall, on conviction thereof by a court of summary jurisdiction, or on indictment as hereinafter mentioned, be liable either to pay a penalty not exceeding £20 or be imprisoned for a term not exceeding three months, with or without hard labor. Attending at or near the house or place where a person resides or works or carries on business, or happens to be, or the approach to such house or place, in order merely to obtain or communicate information, shall not be deemed a watching or besetting within the meaning of this section."

The provision as to breaking contracts on public works, etc., is an entirely new feature of statutory law, and apparently will be beneficial. Fairness to the workmen, thus deprived of their most effective weapon, would seem to demand some provision by which wages and hours of such workmen might be compulsorily arbitrated. But this is very like paternalism.

Mr. Stephen, in his history of the criminal law, thus summarizes the labor laws:

First, there is no law at all, either written or unwritten. Then a long series of statutes aim at regulating the wages of labor, and

end in general provisions preventing and punishing as far as possible all combinations to raise wages. During the latter part of this period an opinion grows up that to combine for the purpose of regulating wages is an indictable conspiracy at common law. In 1825 the statute law is put upon an entirely new basis, and all the old statutes are repealed, but in such a way as to countenance the doctrine about conspiracies in restraint of trade at common law. From 1825 to 1871 a series of cases are decided which give form to the doctrine of conspiracy in restraint of trade at common law, and carry it so far as to say that any agreement between two people to compel any one to do anything he does not like is an indictable conspiracy independently of statute. In 1871 the old doctrine as to agreements in restraint of trade being criminal conspiracy is repealed by statute. But the common law expands as the statute law is narrowed and the doctrine, if a conspiracy, to coerce or injure is so interpreted as to diminish greatly the protection supposed to be afforded by the act of 1871. Thereupon the act of 1875 specifically protects all combinations in contemplation or furtherance of trade disputes, and with respect to such questions at least provides positively that no agreement shall be treated as an indictable conspiracy unless the act agreed upon would be criminal if done by a single person.

"In a legal point of view," says the learned commentator, "no part of the whole story is so remarkable as the part played by the judges in defining and indeed in a sense creating the offense of conspiracy. They defined it, I think, too widely."

Conspiracy considered as a substantive crime according to the definition given in the early part of this review, has passed out of English law so far as labor troubles are concerned. It is no longer a crime for two or more workmen to combine to do an act which is not criminal when done by an individual. Violence and intimidation, however, are carefully punished. If many combine to assault or intimidate, the law of principal and accessory, or the rules governing joint criminality, punish their offenses.

The effect has been good. The trade unions having the ban of outlawry removed; being recognized as legal if not legitimate associations, and finding their funds actually protected from spoliation, have evolved almost into insurance companies. One hundred pounds is spent for reliefs and benefits to five pounds spent for strikes.

During the years of depression which have recently afflicted England, the trade unions have spent millions which otherwise must have come from the poor funds; strikes are less frequent than when combination was a crime; outrages are almost unknown.

In one direction the change has not been entirely for the better, so far as workmen are concerned. The insurance feature and the out of work benefits have made the unions more careful as to the physical condition and age of the men they admit to membership. The vital principle of trade unionism — the attempt to combine the visible supply of labor, is thus abandoned. The trade unions finding that they must discriminate in these directions, soon do so in others. They reject the less skillful and the improvident workmen and endeavor to control only the élite of the trade. The unskillful and the weak and sickly thus shut out are at the mercy of employers to a certain extent, and feel no scruples about cutting wages. The union men get higher wages than the non-unionists and are apparently satisfied. How this system will eventually end can only be conjectured. At present it works to the manifest disadvantage of the less skillful and physically weak. It probably also lowers the wages of the best workmen. Some unions attempt to remedy the evil by separating the benefit feature from membership, allowing persons to secure trade privileges without the insurance privileges. But difficulties prevail in this case also.

Insurance companies are all well enough in their place, but if workmen want to insure they can generally get better terms from companies or associations which are devoted to that branch exclusively.

If they want a trade union they should confine it to its proper sphere. Insurance and trade unionism will not mix well.

Actuaries have time and again shown that the strongest trade unions are insolvent so far as their insurance features are concerned, and predict ultimate collapse in that direction.

THE NEW NETHERLANDS.

The sturdy Dutchmen who colonized what is now the State of New York, were, apparently, not enthusiastic admirers of free trade. Laws restricting competition and regulating prices were adopted at an early date.

Transient merchants were not popular with the burghers of New Amsterdam, the Scotch traders being specially obnoxious.

The directors of the West India Company opposed the adoption of restrictive measures, taking a very broad and liberal view of the requirements of trade and commerce and the proper policy for a young and struggling community.

The legal profession, as usual, soon secured its little monopoly. In an ordinance adopted in 1646, it was recited that the director and council observed that grave mistakes were committed in writing and drawing up "evidences" by private persons, who "are neither qualified thereto by oath nor called thereto by authority, whereby frequently many things are written to the advantage of those who have the papers drawn up, interspersed with sinister, obscure and dubious words." All affidavits were declared null and void, unless written by the "secretary or some authorized person." The same rule applied to contracts, agreements and testaments, with an exception in cases of pressing necessity.

This ordinance was reaffirmed in 1649, though one of the Council, Mr. Dincklagen, refused to assent to it.

In 1648 an ordinance was promulgated by which the right to trade in the colony was limited to permanent residents. It recited :

"WHEREAS, The honorable Director-General and Council have seen, and by experience remarked that several of the Scotch merchants and petty traders who from time to time come over in the ships from fatherland, do, and aim at nothing else, than solely to spoil trade and business by their underselling; they dispose of their goods with the uttermost speed; give 11 or 12 gilders in loose wampum for 1 beaver and when sold out go back again in the ships of that same year in which they came without bestowing or conferring any benefit on the country — all the burthens whereof on the contrary the inhabitants who own property must bear.

"Therefore to prevent such destruction of trade it is deemed proper and profitable for New Netherlands and the inhabitants thereof, and it is ordained that henceforth those merchants, Scots and petty traders who come over in any ships from *Patria* with intention to trade here either with Christians or heathens by the large and small measure, ell and weights, shall not be permitted to carry on any business in the least on shore here unless they take up their abode here in New Netherlands three consecutive years, and in addition build in this city of New Amsterdam a decent citizen dwelling, each according to his circumstances and means."

In the same year an ordinance was adopted reciting "that the Director-General and Council duly see and observe that some of the inhabitants of New Netherlands harbor in their houses and dwellings the company's servants and other domestics when they run away from their lords and masters; also those of their neighbors who come hither from abroad; whereby many servants when they are dissatisfied with their employment are afforded a means and opportunity to run away, which is of daily occurrence."

A fine of 150 florins was imposed for harboring any one bound to service.

In 1654 at a meeting of "the deputies and delegates of the respective colonies and courts of New Netherlands, * * * divers ordinances and regulations touching the great and excessive dearness of all sorts of merchandise, provisions, grain and laborers' wages" were adopted.

The regulations made can not be found. They were transmitted to the directors at Amsterdam who disapproved and annulled them, as well as the ordinances prohibiting transient merchants from trading.

The directors' answer contains some apt observations on free trade. They said:

"The resolutions adopted at the convoked assembly (Lantdach) have appeared to us singularly strange and unexpected. * * * And first you have caused to be published that all traders shall not sell henceforth the merchandise and goods (Indian trade excepted) higher than 100 per cent. advance above the value of the goods as entered in the invoice, without being at liberty to add thereunto freight, duty and other charges. This is an ordinance, indeed, as impracticable as injurious in the highest degree to the State, being a sure means not only to banish trade * * * but also to obstruct population and agriculture * * * but as we are of opinion that trade can not be subjected to the least constraint or limitation, but must be free and untrammelled * * * we have judged such law to be unnecessary.

"Equally impracticable is your honor's second ordinance, lowering and fixing the prices of one day's wages of carpenters and masons, etc."

The directors thought one man might be cheap at 30 gilders, while another would be dear at 20.

The Director and Council at New Amsterdam did regulate prices nevertheless, both before and after the receipt of this communication.

On June 5, 1651, the Council declared that they had received many complaints respecting the "extortion, exaction and usurious profits imposed by some, both in the matter of white bread and in retailing of wine, brandy and strong liquors" to the great damage of the inhabitants "and how an exorbitant profit is realized by the small measure from them, so that more than one hundred per cent on the first cost is advanced to the one and the other."

The weight and price of white bread was fixed. Bakers who refused to bake rye bread (because they could make more on white bread) were to be fined.

Prices of brandies, wines, etc., were also regulated and established.

The ordinance recites that notwithstanding former ordinances, brewers still retail beer by the small measure and can, "not only to the damage, injury and diminution of the customary excise, but also to the obstruction of the business of others, who make a profession of tapping and selling by the small measure." Brewers were, therefore, forbidden to sell strong or small beer by the measure, on draught, under penalty.

This seems to have been directed against an abuse similar to that which gave rise to the mysterious case of the Tubwomen v. The Brewers of London.

BURGHER-RIGHT.

In January, 1657, burgher-right was established in New Amsterdam. The old ordinances of 1648 against transient traders had been annulled by the directors in Amsterdam, who said:

"With regard to the edict drawn up by you that no traders shall sell their merchandise by small measure * * * unless they settle in this country, with a decent house or bouwery, and reside there three years; we can well consider that such transient traders are bringing by their extortion little profit to the inhabitants there; but the remedy of your honors, by which you propose to prevent it, we judge impracticable in the very beginning of a first budding State, whose growth must be sought for in, and founded rather on, unlimited freedom than on compulsory restrictions. For to desire to constrain people by obligation to possess houses or lands who often have thereunto neither opportunity nor inclination, is too disgusting, and to force them to reside too servile and slavish."

[The correctness of the translation is not vouched for.]

The Amsterdam directors, however, to satisfy the colonists, advised that a regulation be made prohibiting traders from selling goods or carrying them inland unless they kept open shops in the city.

An ordinance establishing burgher-right was therefore adopted. "Scotch and other traders" must, before trading, set up and keep open stores within the city walls and each must also "ask previously of the burgomasters and schepens the common or small burgher-right and pay 20 gilders therefor."

The burgomasters and schepens were "granted that from this time henceforth no passengers, Scotch traders or handicraftsmen shall be privileged to pursue within this city any store, business or handicraft trade except those who have applied to and received from the burgomasters and schepens the small and common burgher-right.

"Further, agreeable to the laudable custom of the city of Amsterdam in Europe, the Director-General and Council of New Netherlands give and grant with the approval and ratification as aforesaid * * * the establishment of a great burgher-right for which those who request to be therein shall pay 50 gilders." Several privileges were annexed to the great burgher-right.

In 1688 the distinction of great and small burgher-right was abolished.

Great and small burgher-right primarily grew out of the division between the trading and craft guilds. The classification was universal throughout Europe. In the Lombard cities the "greater and lesser arts" fought desperately for supremacy, ending in the ruin of both. In Germany the craft guilds and merchant guilds struggled for years over the privileges claimed by the latter. In London the 12 great companies were principally associations of traders.

ENGLISH CHARTERS.

In 1686 Governor Dongan granted a comprehensive charter to the city of New York, which recited that New York was an ancient city and that "the citizens thereof have held, used and enjoyed divers and sundry rights, liberties, privileges, franchises, free customs, pre-eminences, advantages, jurisdictions, emoluments and immunities as well by prescription as by charter, letters patent, etc." All such rights and privileges were ratified and confirmed, provided that none of them were inconsistent with or repugnant

to the laws of England or of the General Assembly of the Province. Section 11 of the charter was as follows :

“ And know ye, that for the better government of the said city, and for the welfare of the said citizens, tradesmen and inhabitants thereof, I do by these presents, for and on behalf of his most sacred majesty, his heirs and successors, give and grant to the said mayor, aldermen and commonalty of the said city and their successors, that the said mayor, recorder and aldermen, or the mayor and any three or more of the aldermen for the time being shall, from time to time and all times hereafter, have full power and authority, under the common seal, to make free citizens of the said city and liberties thereof ; *and no person or persons whatsoever, other than such free citizens, shall hereafter use any art, trade, mystery or manual occupation within the said city, liberties and precincts thereof, saving in the times of fairs there to be kept, and during the continuance of such fairs only.* And in case any person or persons whatsoever, not being free citizens of the said city as aforesaid, shall at any time hereafter use or exercise any art, trade or mystery, or manual occupation, or shall by himself, themselves or others sell or expose to sale any manner of merchandise or wares whatsoever by retail in any house, shop or place, or standing within the said city or the liberties or precincts thereof, and shall persist therein after warning to him or them given or left by the appointment of the mayor of said city, for the time being, at the place or places where such person or persons shall so use or exercise any art, trade or mystery or manual occupation, or shall sell or expose for sale any wares or merchandise as aforesaid by retail, then it shall be lawful for the mayor of the said city, for the time being, to cause such shop windows to be shut up, and also to impose such reasonable fine for such offense, not exceeding five pounds for every respective offense ; and the same fine or fines so imposed to levy and take by warrant under the common seal of the said city for the time being, by duties and sale of the goods and chattels of the person or persons so offending in the premises found within the liberties or precincts of the said city, rendering to the party or parties the overplus ; or by any other lawful ways or means whatsoever, to the only use of the said mayor, aldermen and commonalty of the said city of New York and their successors, without any account to be rendered, made or done to the Lieutenant-Governors or Commander-in-Chief of this Province for the same.”

It was provided that no persons be made free of the city except natural born subjects of the King, persons naturalized by the

General Assembly or persons granted letters of denization by the Governor. The fee for freedom must not exceed five pounds.

This section was renewed in the Montgomery charter in 1730. It was, of course, enforced for many years, but just when it fell into disuse, is difficult to determine.

Although the high wages of laborers in New York were a constant source of comment if not complaint on the part of the various Governors and Lieutenant-Governors of the Province, the writer is unable to find any law regulating wages.

In 1684, at the second session of the first General Assembly, it appears from the journal of the House that there were passed:—

A bill against fugitive servants and the entertainers of them.

A bill concerning masters, servants, slaves, laborers and apprentices.

The writer can not find any copies of these bills.

On April 28, 1694, the Legislative Council directed two of its members to wait upon the House of Representatives and recommend to that body the expediency of a bill for regulating the "extravagance of tradesmen and laborers' wages that work by the day in the province."

No record of the passage of such an act could be found by the writer.

In 1699, Earl Bellomont sent a long communication to the Lords of Trade concerning a project for supplying the royal navy with naval stores and spars from the pine forests in the northern part of the colony. He recommended that the soldiers quartered in the colony be put to work getting out pitch, rosin, etc., and paid wages.

He said there was not a hundred laborers in the province to be had at 3 shillings per day. "The others" he stated "have trades or keep shops by which they can earn more than 3 shillings per day."

Robert Livingston in a report to the Lords in 1701, refers several times to the high wages prevailing in the province, which, however, he says will in time "become reasonable as the country improves and abounds in people."

Lord Clarendon, in his report to the Earl of Dartmouth, in 1710, says: "Every man or woman above 15 years of age, may earn 2 shillings and 3 pence, New York money, per day, which is 18 pence sterling. Handicraftsmen, such as carpenters, joiners, masons and

bricklayers, may earn at least 5 shillings every day they will work."

Men employed at the building trade in New York thus earned £1 sterling per week, or £52 per year. If every person above 15 could earn 2 shillings and 3 pence per day, we may fairly assume that average laborers' wages had not fallen below the rates given by Earl Bellomont — 3 shillings, York money, or 2 shillings sterling.

Towards the close of the 17th century Gregory King stated that the average wages of agricultural laborers and village craftsmen in England ranged from 6 pence to 1 shilling per day. The average income of artisans and craftsmen in cities he sets down at £38 per year. The "artisans and handicraftsmen" he refers to were small employers or independent workmen, hiring apprentices and journeymen.

As the condition of the English laborers rapidly deteriorated during the early part of the 18th century, it is probable that wages were then twice as high in the colony as in Great Britain.

In 1712, after the slave revolt, the Legislative Council recommended the enactment of a law to economize emigration of "white servants."

In 1714, an act for "regulating white servants" was adopted by the Legislative Council and sent to the Assembly.

In 1722, Mr. Colden reported that it was difficult to get any one to work for hire in the province. This, he said, was owing to the cheapness of land, laborers preferring to take up land and work for themselves.

In 1766 another act for the regulation of servants was passed by the Council and Assembly. It simply obliged servants to fulfil the contracts under which they had been imported, made such contracts assignable and provided that servants might be "corrected" the same as apprentices.

In 1780 the tory Governor Robertson recommended the regulation of wages and prices, in order to lessen the expense of maintaining the army of occupation. He reports that laborers' wages were then 10 shillings and upward per day, but the kind of currency is not stated.

Acts regulating the practice of law and medicine were in force all through the colonial period, but no other trade privileges appear to have been granted.

CONSPIRACY STATUTES.

In the General Assembly, which met at Hempstead in 1665, a law apparently based on the "Ordinance of Conspirators" of Edward I., was passed. There is but a record of its enactment and it is not published in *extenso*.

The famous General Assembly called by Governor Dongan in 1683, at its second session adopted a bill to punish common barratry, champerty and maintenance. It was passed October 23, 1684 (See O'Callaghan's introduction to the Journal of the Legislative Council of the Colony of New York, page xiii). The text of the bill is not given.

Probably the earliest authentic draft of a statute against conspiracy appears in Greenleaf's edition of the Laws of New York, under the title "An act for preventing and punishing champerty and maintenance," adopted February 1, 1788.

The act contains 10 sections. The first of these punishes maintenance, the second forbids justices of the Supreme Court, etc., to take bribes. The third section is a substantial reenactment of the Statute of Edward I., and is as follows :

"All such as confederate or bind themselves together by oath, covenant, agreement or other alliance that every of them shall aid and bear the other falsely and maliciously to indict, or cause to be indicted, any person or persons or falsely to move or maintain any plea or suit, and such as maliciously cause children within age to appeal men of felony whereby they are imprisoned or grieved as (*sic*) such as retain men in the country with liveries or fees for to maintain their malicious enterprises, as well the taker as the giver, are properly to be called conspirators. And such as move pleas and suits, or cause them to be moved, either by their own procurement or by others, and sue them at their own proper costs for to have part of the land or thing in variance, controversy or demand or part of the gains, are properly to be called champertors."

The next section provides that "Whoever will complain of conspiracies, inventors and maintainors of false quarrels and the partakers thereof may cause them to be attached, that they be before the people of the State of New York, to answer unto the plaintiff."

In the revision of 1801 (1 Kent and Radcliff, 343) the statute appears with verbal changes. The conspiracy section reads as follows :

"All persons who confederate by oath, agreement or other alliance, falsely and maliciously to indict, or cause to be indicted, any person, or falsely to move and maintain any plea or suit, shall be adjudged conspirators."

So stood the statute law when the cordwainers' case was decided.

Trade combinations undoubtedly existed in New York before the revolution. At first they were associations of small masters, or independent craftsmen. The shoe makers and tailors were the pioneers among journeymen's organizations.

The General Society of Mechanics and Tradesmen was founded by delegates from a number of trade organizations, probably embracing only independent craftsmen, who worked on their own account wherever possible, keeping shops for the disposal of their own goods.

It appears from the published minutes of the society that it was formed November 17, 1785, and that at first it was called the General Committee of the Mechanics and Tradesmen of New York.

At the first annual meeting there were delegates from the hatters, potters, carpenters, butchers, tobacconists, masons, tallow chandlers, sail makers, coach makers, stay makers, coopers, blacksmiths, stone cutters, silversmiths, rope makers, tailors, block makers, cutters, tanners, pewterers and plumbers, bookbinders, ship-joiners, brewers, skimmers, saddlers, bolters, ship-carpenters, hair dressers and bakers.

Each of these trades, it is stated, had a separate organization at this time.

The society soon commenced agitating for protective laws, to shut out foreign imports. Correspondence was carried on with other mechanics' societies in various cities. The associated mechanics of Boston reported that they had secured protective legislation from the Massachusetts Legislature, and the New York body replied that it had likewise got a little protection from the Legislature and had hopes of much more.

Whatever the original object of the "General Committee," the name was soon changed to "General Society," and the body became a benevolent organization.

The journeymen cordwainers were organized at least as early as 1805, and it appears that they associated to resist a still older

society of masters. The journeymen hatters were organized early in the century, and the printers formed a society in 1811.

The first conspiracy prosecution in the State was that directed against the journeymen cordwainers, which was, fortunately, carefully reported.

THE CORDWAINERS' CASE.

In the year 1809, before De Witt Clinton, as mayor of the city, with Aldermen Peter A. Mesier and Thomas Carpenter as justices of the sessions, were arraigned James Melvin, William Abernethy, Thomas Baker, Henry Vane, James Glass, Daniel Allen, John Gibson, Samuel Browning, Henry Bogert, Robert Baird, John Newland, William Cosack, Robert Lambert, Terence Murray, Patrick McLaughlin, James McNinch, Wright McFarland, William Beach, James Read, John Daly, George Read, John Morehouse, John Gillen and Nehemiah Bradford, members of the Journeymen Cordwainers' Society, accused of conspiracy.

The indictment contained ten counts.

The first count set forth that the defendant being workmen at the art, mystery and manual occupation of cordwainers, on the 18th of October, 1809, unlawfully, perniciously and deceitfully designing and intending to form and unite themselves into an unlawful club and combination, to make and ordain unlawful by-laws, rules and orders among themselves, and thereby to govern themselves and other workmen in the said art, and unjustly to extort great sums of money by means thereof, with force and arms did unlawfully assemble and meet together, and did then and there unjustly and corruptly conspire, confederate and agree together that none of them would work for any master or person whatsoever, who should employ any journeymen, workmen or other persons in the said art, not being a member of said club or combination, after notice given to discharge such workman, to the great damage and oppression of the said masters, and of divers workmen and journeymen in the said art, mystery and occupation.

The second count contained the same general averments and charged an agreement not to work with any one who broke or infringed any of the club rules or by-laws.

The third count alleged a conspiracy and agreement not to work for any master who should employ any person who broke the club by-laws until such person should pay to the club the penalty imposed for breach of such by-law. In pursuance of such agree

ment it was charged that the defendants did refuse to work for James Corwin and Charles Aimes, because they employed one Edward Whittess as a cordwainer, who refused to pay \$2 for breaking a by-law.

The fourth count charged a conspiracy to impoverish Edward Whittess by indirect means, and to hinder him from working at his trade, and alleged that the defendants did prevent him from working at his trade and did greatly impoverish him.

The fifth count contained the same charge in a slightly different form.

The sixth count set forth that the defendants not being content to work at the usual rates and prices for which they and other workmen and journeymen were wont and accustomed to work, but falsely and fraudulently conspiring unjustly and oppressively to augment the wages of themselves and other workmen and to unjustly extort and exact great sums of money for their labor and hire in the said art, mystery and occupation, did meet, and unjustly and corruptly conspire that none of them would work at any lower rate than \$3.75 for every pair of back strapped boots; \$2 for suwar-row laced boots, full clammed; \$1.75 for laced boots in front; \$2.37½ for footing back strapped boots; \$3.25 for footing suwarrows; \$1.25 for bottoming old boots; to the great damage not only of their said masters, but of divers other citizens.

The seventh count charged that the defendants having falsely and fraudulently conspired unjustly and oppressively to augment the wages of themselves and other workmen and unjustly to exact and extort great sums, etc., did further conspire and agree that they would by threats and other unlawful means endeavor to prevent other artificers in the said art from working at any lower rate than the scale above given.

The eighth count charges that the defendants conspired not to work for any master employing more than two apprentices.

The ninth count charged a conspiracy by indirect means to impoverish 22 master shoe makers who were named.

On December 18, 1809, Mr. Sampson and Mr. Colden for the defense, moved to quash the indictment. The former supported his motion with an extended argument, in which the history of the labor combination laws was caustically reviewed. He said he would show:

1. That by the common law of England such combinations as the one at bar were never held to be conspiracies.

2. That even though they had been in England they were never so in this country, either by statute or common law.

3. That in England such indictments lie only by virtue of the statutes of laborers.

4. That such statutes were never in force in America.

After briefly referring to the then existing statute of New York against conspirators, champertors, etc., Mr. Sampson quoted Adam Smith's statement that masters were engaged in a permanent conspiracy to depress wages, and declared that in New York as in England, the masters entered without fear into combinations against the journeymen, while if the workmen met in opposition the master forthwith sounded the alarm and shouted conspiracy.

Mr. Sampson ridiculed the labor laws, poor laws and sumptuary laws of England, and dwelt at length on absurd features of the common law. He also reviewed the leading cases on conspiracy, and showed how errors had crept into the law through slovenly reporting and mistaken translations of law French.

Mr. Colden followed in an extremely able legal argument on the insufficiency of the indictment. He raised most of the points subsequently sustained by the Supreme Court of Massachusetts, in *Commonwealth v. Hunt*. Mr. Colden claimed that at common law a conspiracy was not indictable, unless the act agreed to be done was unlawful, and that the unlawfulness of the act must appear upon the face of the indictment. He dwelt at length upon the insufficiency of the indictment under legal rules.

Mr. Colden insisted that combinations to raise wages had never been held criminal at common law. All the English cases on the subject, he said, referred to the statute of laborers.

Even if such combinations were criminal under the common law of England, he said, that common law, if it discriminated against the laborer was contrary to the spirit of our institutions, and had never been adopted here. There was but one precedent in New York. Some bakers had been tried for raising the price of bread; but there was no record of conviction, and furthermore the weight and price of bread were then regulated by the assize.

District Attorney Riker, in his argument, called attention particularly to the danger of such combinations, which, he said, menaced the public welfare. He supported the indictment by a reference to several precedents, more especially *King v. Eccles* and *Roe v. Macklin*.

Mr. Thomas Addis Emmett had been called in to assist the district attorney, and made a most effective presentation of his side, but curiously enough opened with a mistaken assumption. He laid great stress upon passages in the *Liber Assisarum* of 27 Edward III., where, among other matters to be inquired into by the inquests of office in the King's Bench, is enumerated "the acts of merchants who by covin and alliance fix the prices of wools to the great impoverishment of the people." Mr. Emmett said that this was before the adoption of any statute on the subject. He was mistaken. A statute prohibiting confederacies and alliances of *merchants* was passed in the reign of Edward I.

Mr. Emmett attacked trade combinations as being injurious to the public. He was opposed to the theory that "those classes of men to whom in the general distribution of employment society has confided the care of providing for its most important wants may, *en masse* abandon their duty, not with the intention of permanently relinquishing or changing their occupation, but merely as a means of extortion from the necessities of others." He thought these classes should not be permitted to conspire together "to inflict the most terrible calamities upon the community." These combinations he said "are an infringement of that tacit compact which all classes reciprocally enter into, that when they have partitioned and distributed among them the different occupations conducive to general prosperity, they will pursue these occupations so as to contribute to the general happiness, and they are therefore at war with public policy. But when it is further considered that they are always accompanied with compulsory measures against those of the same class or trade who would willingly pursue their occupation with industry and tranquility, they are most tyrannical violations of private right."

In the next general sessions Mayor Clinton was absent and the Aldermen who heard the argument divided equally, so no decision on the motion to quash was given. In April the mayor went out of office and was succeeded by Jacob Radcliff. The extensive calendar made it impossible to hear a new argument. In June the same difficulty supervened and it was decided to call a special session to determine the case.

On Thursday, July 12, 1809, it came on. Mr. Colden, one of the counsel for the defense, was now district attorney, and he was compelled to appoint Mr. Griffin to conduct the prosecution.

Counsel for the defense, for various reasons, withdrew the motion to quash, and the case went to trial.

The jurors were David Wagstaff, John Johnson, James Welsh, William L. Lawrence, Augustus Nicoll, John Ashfield, David Cargill, John W. Livingston, William Brodill, Joseph Dederer, John Queen and Robert Graham. Mr. Johnson was challenged, he having declared that he saw no reason why journeymen should not meet to regulate their demands as well as masters, but the challenge was withdrawn by the prosecution.

None of the jurors were "masters or employés in the mechanic arts."

Mayor Radcliff and Aldermen J. Ogden Hoffman and Nicholas Fish presided at the trial.

It appeared from the evidence that the last constitution of the society was adopted in 1805. The preamble read as follows:

"We, the journeymen cordwainers of the city of New York, impressed with a sense of our just rights and to guard against the intrigues or artifices that may at any time be used by our employers to reduce our wages lower than we deem an adequate reward for our labor, have unanimously agreed to the following articles as the constitution of our society."

The articles provided for the election of officers "and a committee of six."

Article 7 provided that no member of the society should work for an employer who employed journeymen or apprentices not belonging to the society. For infraction of this rule a fine of one dollar was imposed.

Under article 9, any journeyman whose wages were reduced or who was "otherwise aggrieved" should report the same to the committee who were to lay the case before the society.

A comprehensive scale of rates for piece-work was part of the constitution.

There was also a section declaring that every cordwainer coming to the city should be notified to join the society if competent for admission. In case the journeyman failed to do so he was fined.

It was proven that the society had several times notified employers to discharge journeymen or apprentices not members of the society. In 1809 the society struck the shop of Corwin & Ames for employing Whittess, who was a "scab." He had been fined and expelled from the society for "scabbing." As Corwin &

Ames were getting work done in other shops a general "turn out" was ordered, and the indictment followed. There were 186 members of the society, and there were about as many non-society men in the city, but the society men were the best workmen.

The defendants offered to prove that when the society was formed, an organization of masters, for the purpose of reducing wages, had been in existence for some time; that the journeymen organized to resist this combination, which was still in existence. The evidence was ruled out.

Evidence to show that the wages demanded were reasonable and that the profits of the masters were very large, was also offered and rejected.

The charge of the mayor was short and concise. He defined conspiracy as a combination to do an unlawful act or a lawful act by unlawful means. He declared that the court did not intend to decide whether an agreement not to work except for certain wages was a criminal offense, where unlawful means were not used to enforce it. He commented severely upon the rules of the society which endeavored to control the action of masters or journeymen who were not members. The coercion of non-members appeared to him particularly objectionable.

The mayor declared that:

"Whatever might be the motive of the defendants, or their object, the means they employed were arbitrary and unlawful, and their having been directed against several individuals in the present case, it was brought, in the opinion of the court, within one of the descriptions of the offense which had been given."

The defendants were convicted and sentenced to pay \$1 and costs each.

In passing sentence the mayor declared that the defendants' right to meet and regulate their concerns was undoubted, to ask for wages, to work or refuse; but that the means they adopted were too arbitrary and coercive, and tended to deprive their fellow citizens of rights as precious as those which they (the defendants) contended for. He advised them to alter their rules.

The rule of the society providing that every cordwainer coming to the city must join the society if that body invited him to do so, or else pay a fine of \$5, was severely commented on in the argument of counsel and in the charge of the mayor.

The arguments of the counsel for the defense were very able efforts, but the case nevertheless seems to have been badly handled.

Mr. Sampson on the motion to quash made a florid, high-flown speech, dwelling particularly upon the absurdities of the common and statute law of mediæval England. It might well be doubted whether this line of argument was especially calculated to impress such an eminently practical, hard-headed statesman as DeWitt Clinton. The change of administration left the motion to quash hanging in the air. Then the defense withdrew the motion, giving up the advantage of position which it held, and agreed to go to trial in the middle of summer.

When the evidence was in, Mr. Sampson declared himself too exhausted to sum up, and thus failed to repeat his address, which apparently would have been effective with a jury, one member of which was a brother of a cordwainer belonging to the society, and another member of which had declared that he thought journeymen had as much right to combine as masters.

Furthermore, when the trial was reached Mr. Colden was district attorney. The curious spectacle was thus presented of a regular prosecuting officer defending accused men against a special prosecutor appointed by himself. In such a position it is doubtful if Mr. Colden was free to put forth his best efforts.

The case of *Lambert v. People*, shortly afterward, settled an important technical point as to pleading, which will be referred to hereafter.

In 1823 several journeymen hatters were convicted of conspiracy in the New York Sessions. They were charged with depriving a non-union man of employment, and with oppressing a master hatter. The facts were much the same as in the cordwainers' case. An association of master hatters was confronted by an association of journeymen. There was a strike, and the union men refused to work with non-union men. The case is reported in *People v. Tregnier*.

THE REVISED STATUTES.

In 1830 the common law of conspiracy was repealed, and a comprehensive statute adopted. The commissioners to revise the statutes (Messrs. Spencer, Butler and Duer) intended to codify the common law, except that they deemed some of the old rulings too fanciful.

As finally adopted the statute read:

§ 8. If two or more persons conspire

1. To commit any offense; or

2. Falsely and maliciously to indict another for any offense, or to procure another to be charged or arrested for any such offense; or

3. Falsely to move or maintain any suit; or

4. To cheat and defraud any person of any property by any means which are in themselves criminal; or

5. To cheat and defraud any person of any property by any means which, if executed, would amount to a cheat, or to obtain money on false pretenses; or

6. To commit any act injurious to the public health, to public morals *or to trade or commerce*, or for the perversion or obstruction of justice or the due administration of the laws.

They shall be deemed guilty of a misdemeanor,

§ 9. No conspiracies except such as are enumerated in the last section are punishable criminally.

Section 9, the commissioners stated, was needed to put at rest the doubts and difficulties respecting the common law.

Section 10 reads: "No agreement, except to commit a felony upon the person of another, or to commit arson or burglary, shall be deemed a conspiracy unless some act besides such agreement be done to effect the object thereof, by one or more of the parties to such agreement.

The revisers considered the common law theory of conspiracy as too metaphysical. They said: "Acts and deeds are the subjects of human laws; not thoughts and intents, unless accompanied by acts." A mere agreement was thus no longer a crime.

The revisers' draft contained a subdivision making it criminal to conspire:

"To defraud or *injure* any person in his trade or business."

This subdivision was stricken out by the Legislature.

This action was highly important. It wipes out the most objectionable branch of the common law—the "conspiracy to injure or prejudice another"—a loose generalization, within which almost any joint action might be brought.

Trade and labor combinations were now punishable only under the clause referring to acts injurious to trade or commerce. So far as the workingmen were concerned the statute was a great improvement. They would be punished, if at all, for an economical offense, directed against the best interests of the public. They were not slaves who were to be punished because they revolted against their masters (which was the theory on which the English

combination laws were framed), but they, as well as others, might be punished if they preferred private interest to the public good.

If the law-making body, representing the sovereign people, believed that trade or labor combinations were injurious to the common weal, the proper thing to do was to prohibit them. But the prohibition might have been made more specific and less general. Under the clause in question, a club of free traders might be convicted by a jury of protective tariff advocates, and vice versa.

There is another objection. The revisers of 1830 considered the law of conspiracy too metaphysical. They tried to reduce it to an attempt. They endeavored, apparently, to limit conspiracies to agreements to commit criminal *acts*, accompanied by some physical efforts toward carrying the agreements into effect.

Applying this general rule to combinations, provided for in the sixth sub-division, it seems to be a necessary element of criminality that the *act* agreed upon should be in itself injurious to trade or commerce — injurious if done by an individual.

To warrant a conviction for a combination to raise wages it would seem, therefore, necessary to hold that advancing wages was in itself injurious to trade or commerce, even if attained by individual effort.

Political economists of the *laissez faire* school do not oppose trade combinations, because they consider that advancing rates for either labor or goods is in itself an act injurious to trade or commerce. They oppose such combinations because they regard the regulation of competition as injurious to trade or commerce. Combination is the opposite of competition. Competition or rivalry is the means by which the natural price of labor or its products may best be decided or adjusted. To make the consumer pay more than the natural price is regarded as economically wrong, or at best mischievous. Therefore, anything which interferes with the free play of competition is injurious to trade or commerce, according to the ideas of this school. The economists do not claim that it is harmful to the public or injurious to trade or commerce to get higher wages or higher prices. But they claim that it is harmful and injurious to get those wages or prices through agencies which interfere with natural laws — with competition.

There are other schools, of course, which regard competition as industrial war, and denounce it as wasteful and pernicious.

The majority must in this country decide this as well as all other questions of policy. But when it does decide, those who formulate its decision ought to make their meaning clear.

In the leading case upon the construction of the "trade and commerce" clause of the statute, it is not altogether certain just what was actually decided.

There are some remarks of the learned judge which indicate that he thought any advance in wages injurious to trade.

From other statements it would seem that he regarded only advances above the level of other places in what might be called the competitive area as so injurious.

And there are sentences which point to such a course of reasoning as this:

A concerted effort to raise wages by monopolistic combination is an injury to trade or commerce. Men who agree to jointly demand more wages conspire to combine to raise wages.

THE PEOPLE *v.* FISHER.

This, the first case after the passage of the Revised Statutes, grew out of a shoe makers' strike in Geneva.

It came before Chief Justice Savage of the Supreme Court on an appeal from the Ontario General Sessions, in May, 1834.

The indictment contained four counts, charging:

1. Conspiracy to regulate wages and prevent any journeyman shoe maker from working below certain rates

It was set out that the defendants intending to control themselves and other shoe makers in Geneva, and extort vast sums from the master shoe makers and citizens of Geneva, did make by-laws declaring that journeymen should not make coarse boots for less than \$1 per pair, and imposing a penalty of \$10 for violation of this by-law; that the defendants further agreed not to work for any master who should employ any person who worked for less than the rate so fixed; that one Thomas Pennock made 10 pairs of such boots for one Lum, a master, at 75 cents per pair; and that the defendants thereupon left Lum's employ.

2. Conspiracy to deprive Pennock of employment.

It was alleged that defendants conspired and agreed not to work for any one who should thereafter employ Pennock, and that as a result of such conspiracy Pennock was discharged by Lum, and had since been refused employment, "to the obstruction of free

and voluntary labor in the business of boot and shoe making to the injury of trade and against the peace and dignity of the State of New York."

The third and fourth counts were substantially the same as the first two.

The General Session sustained a demurrer to the indictment and the district attorney appealed. He stated in his argument that the charge was conspiracy to raise wages and interfere with the employment of others.

The defendants' counsel insisted that the words "trade and commerce" did not apply to labor disputes.

Chief Justice Savage said that the acts set out in the indictment must come within the description of acts injurious to trade or commerce, otherwise they were not criminal, as no other section of the statute applied. He then said:

"The raising of wages is no offense. *The conspiracy is the offense*, if one has been committed."

The italics are the judge's. What he meant is not clear.

"Conspire" and "conspiracy" are harmless words connecting perfectly innocent acts. It looks as if the judge meant a conspiracy to combine to raise wages.

He continued: "The question therefore is, is a conspiracy to raise the wages of journeymen an act injurious to trade or commerce?" He defined trade as mutual traffic between members of the same community and commerce as dealings with foreigners, and said "that the raising of wages and a conspiracy or mutual agreement among journeymen for that purpose is a matter of public concern, and in which the public have a deep interest there can be no doubt; that it was an indictable offense at common law is established by numerous adjudications."

Judge Savage cites: *The King v. The Journeymen Tailors' of Cambridge* and *the Tubwomen v. The Brewers of London*.

The first has been scouted as an authority by every judge or legal writer who has examined the case carefully. It is found in what are known as the "Modern Reports," which have not only been rejected as reports, but absolutely condemned and even vilified by generations of jurists. The indictment in the Cambridge tailors' case is said to be based on a statute which manifestly was a local act in no way applying to Cambridge, and the reference to wages in the report is a pure dictum.

There is no such case as the Tubwomen, etc. In *Rex. v. Starling* brewers, who combined to "depauperate the farmers of the excise and decrease the King's revenue" by refusing to brew ale on which a heavy excise was laid, were convicted of conspiracy "because it was of a public nature and levelled at the government."

The judge also cited *People v. Tregnier* (1 Wheeler, 142), decided in the New York General Sessions. In this case the question whether a combination to raise wages was criminal was not passed upon, the decision being put upon other grounds.

Justice Savage referred to several old English precedents of indictments for labor conspiracies, and said: "The immediate object in those cases, as in this, probably was to benefit the conspirators, but if their individual benefit is to work a public injury, a conspiracy for such an object is against the spirit of the common law. The offense of conspiracy seems to have been left in greater uncertainty by the common law than most other offenses."

The judge then said that whatever dispute might exist among political economists upon the point, he thought there was no doubt, in a legal sense, but what the wages of labor composed a natural portion of the value of manufactured goods; coarse boots were made as articles of trade or commerce; if journeymen in Geneva, by extravagant demands for wages, so enhanced the price of boots in that village that boots made elsewhere could be sold cheaper, such an act was certainly injurious to the trade of Geneva.

The justice here apparently regarded not simply the raising of wages, but the raising of wages above the normal level over the competitive area as injurious to trade or commerce. The criminality of the defendants under this reasoning would depend upon circumstances with which they had no connection, and over which they had no control.

He continued:

"It is important to the best interests of the community that the price of labor be left to regulate itself, or rather be limited by the demand for it. Combinations and confederacies to enhance or reduce the price of labor, or of any articles of trade or commerce, are injurious. * * * Without any officious and improper interference on the subject, the price of labor or the wages of mechanics will be regulated by the demand for the manufactured article and the

value of that which is paid for it; but the right does not exist either to enhance the price of an article or the wages of the mechanic by any forced and artificial means."

Here the judge seems to have regarded the combination as being the source of injury to trade or commerce. But combination *per se* was not unlawful under the statute. Unless the combination in itself could be considered an "act," and it was decided that the defendants conspired to commit that act, the statute was not satisfied.

As to the question of injury to the non-union man, the justice said:

"The man who owns an article of trade or commerce is not obliged to sell it for any particular price, nor is the mechanic obliged by law to labor for any particular price. He may say that he will not make coarse boots for less than \$1 per pair, but he has no right to say that no other mechanic shall make them for less. If one individual does not possess such a right over the conduct of another, no number of individuals can possess such a right. All combinations, therefore, to effect such an object are injurious, not only to the individual particularly oppressed, but to the public at large. In the present case an industrious man was driven out of employment by the unlawful measures pursued by the defendants, and an injury done to the community by diminishing the quantity of productive labor and of internal trade.

"In so far as the individual sustained injury, the remedy by indictment is taken away by our Revised Statutes, and the sufferer is left to his action on the case, but in so far as the public are concerned in the embarrassment of trade by the discouragement of industry, the defendants are liable to punishment by indictment."

Judge Savage then went on to show that a successful combination of the sort attempted by the defendants would be a monopoly of the worst kind, and pictured the evils and annoyances which would result if bakers, for instance, could fix the price of bread at any rate they pleased. He did not regard the danger as imminent, but insisted that the possibility of such consequences resulting proved that these combinations were injurious to trade.

Judge Savage's decision is weak where he attempts to support the criminality of combinations to raise wages at common law. The English decisions did not warrant such a conclusion, and the

precedents of indictments did not apply, as they referred to cases arising under English statutes.

But there undoubtedly prevailed in legal circles, at the time the Revised Statutes were prepared, the belief that combinations to raise wages were criminal at common law, as being in restraint of trade, or injurious to trade. The revisers and the Legislature, it is very probable, intended to prohibit combinations to raise wages, but they should have said so in a more specific and unmistakable way, if such was their intention, and not have thrown the burden on the courts.

How far trade combinations should be permitted or prohibited is purely a matter of public policy — of police regulation. It is a question to be settled on a business basis in the light of admitted principles of political science.

It can hardly be settled by quibbling over private rights or individual comfort. It concerns the whole people and involves the public good in its broadest sense, not merely the natural or even civil rights of a particular person or set of persons.

The police power reposes in the lawmaking as distinguished from the law-declaring body. Questions of political economy should not be entrusted to the courts to determine under ambiguous statutes.

If a majority of our people are opposed to combinations which restrict or hamper competition, it would be easy to formulate their ideas into a half-dozen sentences and specifically declare the unions, assemblies, trusts, pools and exchanges unlawful combinations.

Justice Savage's decision has been severely criticised by another judge, yet Justice Savage seems the more correct of the two. He held that criminality depended solely on the statute; that under the statute, labor combinations were criminal only so far as they injured the public; that combinations to raise wages were within the statute, and that a combined refusal to work with an obnoxious individual was conspiracy to do an act injurious to trade or commerce, and that otherwise it was not illegal.

STEVEDORES *v.* WELCH.

The next case of importance in which labor combination was discussed, is that of *Stevedores' Association v. Welch*, 2 Daly, decided by the distinguished judge whose name gives authority to the report.

The Master Stevedores' Association was incorporated by special act (chap. 280 of the Laws of 1863). The act stated that :

"The object of the association is the better to promote the business and interests of the several members of the association."

There was no hypocrisy about that declaration. The stevedores appear to have been straightforward men. Otherwise they would have stated that their object was something like this:

"To promote the trade and increase the commerce of the port of New York, and add to the prosperity and wealth of the citizens thereof."

The corporation, it was further provided :

"Shall have the power to form a constitution and make by-laws for the government thereof, not inconsistent with * * * the existing laws of the State."

The association adopted a by-law which provided that any member found guilty of working for less prices than those fixed by the association, should forfeit to it 25 per cent. of the price fixed for the same work, the penalty to be collected in the name of the association by process of law.

The defendant subscribed to the by-law. He was found guilty in the regular way of violating it, and a civil suit was brought for \$125 as the penalty. He demurred to the complaint. No abstract of the arguments are given in the report, though Judge Daly states that the specific point raised was that the by-law was illegal, as it was intended to effect an object forbidden by law — to restrain or injure trade and commerce.

Judge Daly said: "In *People v. Fisher*, it was held that it was a violation of this statute (the clause of the conspiracy law relating to acts injurious to trade or commerce), for a body of journeymen shoe makers to enter into an association for the purpose of preventing any shoe maker from working below certain rates, which object the association sought to obtain by imposing a penalty upon any shoe maker in the village who worked for less, and by a mutual agreement that they would not work for any master shoe maker who should employ a journeyman who infringed their rules, unless the journeyman so infringing paid the penalty to the association, and which object was carried into effect by a number of the members of the association quitting the employment of a master shoe maker who had employed a journeyman at rates below those which the association had agreed upon.

"The feature which distinguished this case from the one under consideration, is that coercive measures were there resorted to, to compel a compliance not only on the part of master shoe makers, but of journeymen not members of the association with the regulations the combination had established. This was undertaking to interfere with the rights of others, and it has frequently been held that combinations to prevent any journeyman from working below certain rates or to prevent master workmen from employing one except at certain rates are unlawful, and that the parties engaging in such combinations may be indicted for conspiracy." The judge here cites several cases in Pennsylvania, and the cordwainers' case and *People v. Tregnier*, in New York.

The coercive measure resorted to was a refusal to work longer.

The Geneva shoe makers did not prevent Pennock from working.

They refused to work themselves, and gave the master the option of either employing Pennock or employing them. The right (natural right) of every man to work or refuse to work can not be disputed. How, then, is it "coercion" in the sense of compulsion, for several men to exercise one of their undoubted rights.

The combined shoe makers did not "prevent the master from employing any one, except at certain rates." They simply refused to work longer for him if he did so. But they were under no obligation to work for him at all. If they did work for him they had a natural right to fix their own conditions. By insisting on conditions they induced the master to do what he would have preferred not to do. But is it proper to object to such an operation as coercion? They violated no natural right of his; broke no natural obligation. They offered him a choice of alternatives, neither of which he liked. He accepted the one which best suited his own interests. The coercion came from his necessities, or his desire for gain.

Of course, if their refusal to work except on certain terms was an act injurious to trade or commerce, such refusal, being the result of preconcert, was criminal under the statute. Judge Savage, in his decision, clearly kept in mind the great truth that public wrong, not private injury, was what our statutes aimed to prevent.

Judge Daly continued:

"In the present case the by-law was limited in its operation to the members comprising the corporation, and is sought to be enforced against one who had voluntarily subscribed to it. In this respect it

is distinguished from *People v. Fisher*, and from the other cases above cited; but if all the reasons which Chief Justice Savage assigned for the judgment of the court in *People v. Fisher* are to be received as law, they would apply to this case. They are substantially as follows: That any confederacy or united agreement among journeymen for the purpose of raising their wages, is an indictable offense at common law; that journeymen may each singly refuse to work unless they receive an advance of wages, but if they do so by preconcert or association they may be punished for a conspiracy."

Judge Daly proceeded to quote the substance of Justice Savage's remarks on combinations and their consequences, and continued:

"Much of what is here said is undoubtedly right, and is forcibly put. Many of the reasons were applicable to the case before the court, which was correctly determined in accordance with the adjudged cases. The objection, however, is that some of the propositions stated are not tenable, and that there is throughout an omission to distinguish between what is entirely lawful for either journeymen or master workmen to do, in their collective capacity, upon the subject of wages, and these unlawful combinations where the object is to control the rate of wages by the use of coercive measures.

"It is not, nor has it ever been, a rule of the common law, that any mutual agreement among journeymen for the purpose of raising their wages is an indictable offense, or that they are guilty of a conspiracy by preconcert or arrangement if they refuse to work, unless they receive an advance of wages."

Judge Daly said that Justice Savage had relied upon *Rex v. The Journeymen Tailors*, of Cambridge, and went on to show that the case was of no weight as an authority. Judge Daly indorsed the statement of Chief Justice Gibson, of Pennsylvania, that it had never been decided in England previous to 1825 that combinations to advance wages were unlawful. He reviewed a number of American cases which, he claimed, established this fact.

Judge Daly said that the statute of 5 George IV furnished a good exposition of what the law ought to be upon the subject. He said:

"The distinction which the statute makes between the legality of associations among workmen for the protection of their interests, by agreeing as a body not to work below certain prices, and an illegal combination formed for the purpose of making it compulsory upon all the journeymen in a particular branch of business, and upon the employers, to conform to certain prices by imposing penalties

upon the journeymen who refuse to do so or by agreeing as a body not to work for any employer who will employ such a journeyman or one who will not pay the penalty or become a member of the combination; or which seeks to accomplish such a purpose by violence, intimidation or other unlawful means, is one that has been slowly arrived at in England, and towards which the courts in this country have been slowly approximating for the reason that it has its foundation in the plainest principles of justice."

The statute of George IV was not part of the law of New York State, and the common law had been repealed since 1830. The statute law of New York made it criminal to conspire to do an act injurious to trade or commerce. The only question to be considered in the case at bar, was whether the action of the stevedores in fixing rates by agreement was injurious to trade or commerce.

There was no distinction so far as coercion was concerned between the shoe makers' case and the stevedores' case. The Geneva shoe makers according to Judge Daly, coerced their employers; but the stevedores in the same way coerced their employers—the men who wanted ships unloaded. True, the shipmasters might hire other stevedores, but so could the shoe makers hire other journeymen, if they could get them. And behind both the shoe makers and the shipmasters were the public—the consumers—to protect whom the statute of New York was made.

Judge Daly went on to say that, in his opinion, the fear that workmen if permitted to combine would soon control everything was imaginary. They could never force wages above what was just, but might, by associated efforts, secure what it would be impossible to attain if divided. "That they should have the right to associate together for the mutual protection of their individual interest," he said, "is so plain that it is singular it should ever have been questioned."

The learned judge summed up his conclusions on the matter as follows:

"It may therefore be laid down as the result of this examination that it is lawful for any number of journeymen or of master-workmen to agree on the one part that they will not work below certain rates or on the other that they will not pay above certain prices; but any association or combination for the purpose of compelling journeymen or employers to conform to any rule, regulation or agreement fixing

the rate of wages, to which they are not parties, by the imposition of penalties, by agreeing to quit the service of any employer who employs a journeyman below certain rates, unless the journeyman pays the penalty imposed by the combination, or by menaces, threats or intimidations, violence or other unlawful means is a conspiracy for which the parties entering into it may be indicted."

At the time this decision was rendered combinations of laborers in New York State were criminal if they proposed to do acts injurious to trade or commerce, otherwise not.

Violence, intimidation, etc., could have been punished under the ordinary criminal law; but it must be real, not constructive violence.

Continuing, Judge Daly said there was nothing in the by-law inconsistent with the act of incorporation or with the laws of the State, and concluded:

"This was not a by-law in restraint of trade, for it imposes no restraint upon one party which is not beneficial to others; and is not, as has been shown, prejudicial to the interests of the public."

This is rather a peculiar test of a by-law in restraint of trade, but if it was not prejudicial to the public nothing more need be said. It is safe at least to assume that the particular portion of the public which wanted ships loaded or unloaded would hardly agree with the judge.

The subject of by-laws in restraint of trade is an interesting one. The first attempts to control the English guilds, and destroy their monopolistic privileges, were made by attacking their by-laws.

The early English corporations were created by the king under royal charter or letters patent. There were also a number of corporations by prescription; bodies of men which had been acting as corporate bodies for years before any one thought of objecting.

In the ancient charters was conferred power to make "reasonable laws and ordinances." These laws and ordinances, when designed to effect purposes within the powers or objects of the corporation, were real laws, could be enforced through legal process, as the city ordinances of New York are to-day. They were called by-laws (which might mean either private laws or side laws).

Under Henry VII the first concerted attempt to restrain these by-laws within proper limits was made. A statute was passed declaring that henceforth no corporate by-law should be valid unless it was submitted to and approved by certain justices or other high personages. As all these judges, etc., were at that period notori-

ously corrupt, the guildsmen were not greatly interfered with. The by-laws continued to be very wide reaching.

When finally the courts attacked the incorporated guilds in earnest, they declared it to be a rule of the common law that all by-laws in restraint of trade were illegal unless a special privilege to so restrain trade had been granted to a corporation, or unless the by-law had existed so long as to become a "custom." This first great anti-monopoly crusade is one of the most interesting incidents in the history of English law.

The guild system and the guild regulations were so interwoven into the fabric of the English municipalities, and the city governments were so completely controlled by the guildsmen that the corporations were able to make a hard fight for their privileges, which indeed, were property rights.

The courts summarily disposed of the claim that the approval of the justices under the act of Henry VII validated all by-laws thus passed upon. It was held that this approval merely relieved the guildsmen from the penalties they would have incurred if they had published by-laws not so approved.

The courts did, indeed, hold that some by-laws might be good as internal regulations governing members only, though void so far as strangers were concerned. Thus the butchers might direct that all sheep should be dressed in a particular way. This was good as to members, but outsiders were not bound by the rule. A by-law against keeping shops open on Sunday, however, was held "reasonable," and a proper regulation of the trade, binding outsiders as well as members.

A law of the city of London, that all persons should hire licensed porters, was good as to the residents of London, but visiting merchants could not be expected to know the rule and were not bound thereby.

Another by-law of the city, limiting the number of cartmen to 400, would have been good if it was intended to prevent too great an amount of traffic, but as a certain hospital was permitted to grant licenses in excess of this number, the law was clearly intended to tax the public for the benefit of the hospital and was therefore void.

A prohibition on the use of the hot press by clothiers was good, as it was designed to prevent danger of fires.

The by-law of the "Taylors of Ipswich" was held bad because it was too general and interfered with the liberty of the subject. They provided that no one should make clothes unless he had served 7 years and was free of the town. The court held that this would prevent a man from making his own clothes, and was consequently void.

In this State, town and village ordinances against hawkers and peddlers, or outside merchants, have been declared void, as in restraint of trade.

While it is difficult to draw a general rule from decisions, yet the imposition of restraint upon one party for the benefit of others was the one thing objected to, and such special privileges were always considered prejudicial to the public.

The gradual change in the English charter provisions granting power to make by-laws is noticeable. In the early documents the guild corporations were given power to make reasonable laws and ordinances. Then the formula was changed to "Laws and ordinances reasonable and agreeable to the laws of England." Finally it became "Reasonable laws and ordinances not repugnant to the laws of England." The latter form is used in the New York charters, known as the Dongan and Montgomery charters.

Judge Daly's decision has always been regarded by the workingmen as favorable to their interests. Undoubtedly the judge was animated by a lively sympathy for the laborers, but his decision, while it would validate a strike for wages, would also tend to put coal pools, grain corners and stock jobbing combinations on a legal footing.

As such combinations are really never punished, it would make practically little difference; but possibly some time it may be considered as dangerous to the public good to concertedly raise the price of anthracite or wheat fifty per cent. as it is to refuse to make coarse boots for less than \$1 per pair.

WAGE COMBINATIONS LEGALIZED.

In 1870 combinations to raise or maintain wages were taken out of the category of conspiracies to do acts injurious to trade or commerce.

The law reads as follows:

"§ 1. The provisions of subdivision 6 of section 8 of chapter 1, title 6 of the Revised Statutes, shall not be construed in any court of this State to restrict or prohibit the orderly and peaceable assembling or

coöperation of persons employed in any profession, trade or handicraft, for the purpose of securing an advance on the rate of wages or compensation, or for the maintenance of such rate."

THE PENAL CODE.

The Penal Code worked a revolution in the laws applicable to labor disputes. The conspiracy law was extended directly and indirectly. A series of specific crimes was borrowed from the English statutes. Under the general provision that an agreement to commit a crime is a misdemeanor, agreements to commit any of these new crimes are likewise criminal conspiracies.

The first draft of the Penal Code had the following on conspiracy:

If two or more persons conspire:

1. To commit any crime.
2. Falsely and maliciously to indict another for any crime, or to procure another to be charged or arrested for any crime; or
3. Falsely to move or maintain any suit, action or proceeding; or
4. To cheat and defraud any person of any property by any means which are in themselves criminal, or by any means, which if executed, would amount to a cheat, or obtaining money or property by false pretenses; or
5. To commit any act injurious to the public health, to public morals or to trade and commerce, or for the perversion or obstruction of justice or the due administration of the laws.

They are guilty of a misdemeanor.

The following was also submitted in the first draft:

§ 753. Every person who by any use of force, threats or intimidation prevents or endeavors to prevent any hired foreman, journeyman, apprentice, workman, laborer, servant or any person employed by another from continuing or performing his work, or from accepting any new work or employment, or in like manner endeavors to induce such hired person to relinquish his work or employment or to return any work he has on hand before it is finished; and every person who by any use of force, threat or intimidation prevents or endeavors to prevent another from employing any person, or in like manner endeavors to compel another to employ any person, or to force or induce another to alter his mode of carrying on business, or to limit or increase the number of his hired foremen, journeymen, apprentices, workmen, laborers, servants or other persons employed by him, or their rate of wages or time of service, is guilty of a misdemeanor.

The codifiers' note to the above section, requests the reader to see 6 Geo. IV, chapter 129.

As to the meaning of threat, reference is made to *O'Neill v. Layman*, an English case in which it was held that to constitute a threat it was not necessary to threaten actual violence, but that a declared intention to follow out an unlawful purpose was sufficient. Thus Lyman being at the time in the employ of K., was summoned to attend a meeting of a club to which he belonged, and was asked by O'Neill "whether he intended to continue an honorable member of the club and leave his employer, or remain where he was and be despised by the club and have his name sent round all over the country, and put to all sorts of unpleasantness." It was held that this was a threat within the statute.

This draft was presented in 1865.

The Penal Code was adopted July 26, 1881. Its conspiracy provisions were :

If two or more persons conspire either:

1. To commit a crime; or
2. Falsely and maliciously to indict another for a crime, or to procure another to be complained of or arrested for a crime; or
3. Falsely to institute or maintain an action or special proceeding; or
4. To cheat and defraud another out of property by any means which are in themselves criminal, or which, if executed, would amount to a cheat, or to obtain money on false pretenses.
5. To prevent another from exercising a lawful trade or calling or doing any other lawful act by force, threats, intimidation, or by interfering or threatening to interfere with tools, implements or property belonging to or used by another or with the use and employment thereof; or,
6. To commit any act injurious to the public health, to public morals, or to trade and commerce, or for the perversion or obstruction of justice or of the due administration of the laws.

Each of them is guilty of a misdemeanor.

The saving statute as to wage combinations, and the old clause repealing the common law were omitted from the Code as passed. In 1882, however, the following section was added :

§ 170. No conspiracy is punishable criminally unless it is one of those enumerated in the last two sections, and the orderly and peaceable assembling or coöperation of persons employed in any calling,

trade or handicraft for the purpose of obtaining an advance of wages or compensation or of maintaining such rate is not a conspiracy.

The fifth subdivision in section 168 was a new provision added to the law by the Code.

The following specific crimes new to the statute law of the State were borrowed from English sources:

§ 653. A person who, with a view to compel another person to do or to abstain from doing an act which such other person has a legal right to do or to abstain from doing, wrongfully and unlawfully:

1. Uses violence or inflicts injury upon such other person or his family or a member thereof, or upon his property or threatens such violence or injury; or,

2. Deprives any such person of any tool, implement or clothing or hinders him in the use thereof; or,

3. Uses or attempts the intimidation of such person by threats of force. Is guilty of a misdemeanor.

A misdemeanor in this State may be punished by one year's imprisonment and \$500 fine. The extreme penalty in England for these offenses is three months' hard labor.

[What kind of acts amount to threats or intimidation might be defined more closely. Most of the complaint in England grew out of the remarkable latitude which the judges gave to these words.]

Another new provision of the Code was as follows:

§ 673. Endangering life by refusal to labor — a person who wilfully and maliciously, either alone or in combination with others, breaks a contract of service or hiring, knowing or having reasonable cause to believe that the possible consequences of his so doing will be to endanger human life or to cause grievous bodily injury or to expose valuable property to destruction or serious injury, is guilty of a misdemeanor.

This is borrowed from the English statute passed after the gas stokers' strike. If it means what it says it is an admirable measure. If implied contracts are within its scope it may result in some hardship. It should not have been limited to contracts of service or hiring, however. That makes it look like class legislation. Why should not the violation of any other contract, under the same circumstances, be made a misdemeanor?

The last of these new sections is a peculiar one.

§ 675. Acts not expressly forbidden — a person who wilfully and wrongfully commits any act which seriously injures the person or prop-

erty of another, or which seriously disturbs or endangers the public peace or health, or which openly outrages public decency, for which no other punishment is expressly prescribed by this Code, is guilty of a misdemeanor; but nothing in the code contained shall be so construed as to prevent any person from demanding an increase of wages, or from assembling and using all lawful means to induce employers to pay such wages to all persons employed by them as shall be a just and fair compensation for services rendered.

The permission given to one person to "assemble" is peculiar. The right to ask more wages from employers for "all persons employed by them" may protect central committeemen in wage disputes.

The section is very elastic, loose, general and ambiguous. If all the rest of the Code were repealed, every known crime could be punished under this section.

It looks as if the section was intended to give a wide field for the operation of conspiracy law. It appears to be intended to revive the old "conspiracy to injure or prejudice another," whose boundaries were never marked out, and which for fifty years was no part of the law of New York State.

Any act which "seriously injures another" is a crime, under section 675. To conspire to commit such an act is to conspire to commit a crime, and consequently within the first subdivision of section 168.

It is dangerous for any two or more persons to agree to do anything while section 675 is in force.

The course of development of our law has been peculiar. First, there is no statute except that referring to crimes against public justice. Then the courts declare that conspiracies to "injure" or "coerce" are criminal. The question of the criminality of combination in restraint of trade is evaded.

Then the statute law makes combinations in restraint of trade criminal, in an ambiguous sentence, but repeals the common law, and with it the "conspiracy to injure or prejudice another."

Then the Penal Code widens the conspiracy law applicable to labor disputes, directly and indirectly, and apparently lays a basis for the revival of the old "conspiracy to injure or prejudice another."

While the English law has tended steadily toward the complete elimination of combinations as an element of criminality in crimes

growing out of labor troubles, our law has as steadily tended the other way, except in one instance — the peaceable strike for wages.

There has been but few conspiracy cases tried since the adoption of the Penal Code, and none have been brought before the higher courts on appeal.

The prosecutions growing out of the Theiss and Landgraff boycotts were reviewed *in extenso* in the report of this Bureau last year.

The men engaged in the Theiss trouble, were convicted of extortion by the wrongful use of fear induced by threats of an unlawful injury to the good will of Theiss' business. The unlawful injury was the intimidation of customers, or a conspiracy to intimidate customers. It became necessary, therefore, to define intimidation.

In the Wilzig trial Judge Barrett said on this point :

"Let us see what is meant by this word, 'intimidate.' The defendants' counsel seems to have the idea that if a body of men, however large, only avoid acts of physical violence, they are within the law; and that the employer's business may be ruined with impunity, so long as no blow is struck, nor actual threat by word of mouth is uttered. This is an error. The men who walk up and down in front of a man's shop may be guilty of intimidation, though they never raise a finger or utter a word. Their attitude may nevertheless be that of menace. They may intimidate by their number, their methods, their placards, their circulars and their devices. It would be very easy to illustrate, gentlemen. Take one of our large dry good shops and let it be boycotted in the manner suggested. Let fifty or one hundred men, with boycott placards on their backs or hats, crowd around the doors distributing offensive circulars and requesting customers not to patronize the shop; and how many ladies do you suppose would have sufficient resolution to pass through the crowd, and to elbow their way into the shop? Not a hand need be raised, not an oath, nor even a violent word, be uttered, and yet in such a case I should leave it to a jury to say whether the attitude of those men was not under the pretense of moral suasion an attitude of real menace; whether the weak and the timid were not in reality driven away and whether the whole object and purpose was not to intimidate the gentle patrons of the establishment and the general public, and if so I should further tell them that that was intimidation within the meaning of the law, though it might not answer to prevent a few resolute and determined men who knew their rights and dared defend them from entering and purchasing."

In the Holdorf trial the judge said :

"The essence of the overt act is intimidation. I charge you that it was not necessary that there should be any overt act of violence, nor any direct threat by word of mouth. If those men, parading up and down, dressed as they were, doing what they did, and distributing the circulars as they did, presented even to the weak and helpless an attitude of intimidation, that is sufficient. The gentle, the timid and the weak had the right to approach and quietly enter that place of entertainment without being molested, annoyed or disturbed, and if the attitude, conduct and method of these men were such as to deter any of Theiss' customers from entering his place or to inspire any part of the public with the sense of danger in ignoring their appeals, then there was intimidation within the sense of the criminal law."

In the Landgraff case the defendants were indicted for coercion and for a conspiracy to prevent Mrs. Landgraff from carrying on a lawful trade by threats and intimidation. The legal propositions laid down in the charge were of a general nature. Among other things Judge Barrett said :

"Now, gentlemen, the question here is one of conspiracy, and the charge is that a conspiracy was formed to prevent a woman from exercising her lawful calling or trade of a baker. We have had some difficulty in getting at the origin of the trouble, and indeed we can not be quite certain that we have penetrated that seeming mystery. Whatever the cause may have been, if these people did what they had a legal right to do, then we have no fault to find with them in a court of justice. They may have done unmanly things, things that seem unworthy of American citizenship and foreign to American methods, but they are not on trial for violation of good taste or of the proprieties of civilized life. They are here face to face with the question of criminality, and of that alone. Did they or did they not commit a crime? That is the sole question. We must keep ourselves carefully to that. We have no right to punish any one merely because his behavior is not such as we approve of. On the other hand we must not fail to condemn the defendants if they have transgressed against the criminal law, even if the end sought to be obtained was a good one. Men are never justified, even for a good end, in resorting to unlawful means. The law says that workingmen may coöperate or combine for the purpose of obtaining an increase of their wages, but they have no right to combine for the purpose of preventing other people from working who are willing to accept less wages. Laboring men have a right to coöperate and combine for the purpose of increasing

their wages, of improving their condition and of elevating their social status; but the moment they go beyond that, and seek to put their ban upon others who take a different view of what is an adequate rate of wages, they forfeit sympathy and take the position of a tyrant, and when they go still further and seek by violence to prevent their brethren from working, and to punish them for their independence, they become transgressors against the law.

"The question here, then, of special importance, is whether these defendants have, by their acts, rendered themselves amenable to the conspiracy law? As I said before, they may coöperate to improve their condition and to increase their wages; they may refuse to work for less than the price they have jointly fixed, and they may do everything that is lawful and peaceable to secure that price. They may even go to their brethren and beseech them not to work for less than the fixed rate. They may use all fair arguments to prevent the acceptance of less than the agreed standard of wages. All this they may lawfully do. Argument, reasoning and entreaty are lawful weapons. But the moment they go beyond these means and threaten to punish him whom they believe to be an erring brother, threaten him with violence should he stand in the way of their success by accepting a lower rate than that fixed by the coöperators, they bring themselves face to face with the law. It is for you (who are the sole judges of the facts), to say whether you believe the testimony of the witnesses who tell us that threats were made and violent acts committed. If you believe this testimony and credit the commission of acts of violence, then we come to the distribution of the circulars which have been read in evidence before you. You may consider, upon this question of intimidation, the fact that the distribution of the circulars was not an isolated act, but was repeated three days in succession, each day with an increased staff of distributors, until upon the last day the number had increased to 15 persons. You may also consider the character of these circulars and the language used in them. You will notice that they commence quite gently, invoking the moral support of their fellow-citizens. In later paragraphs, however, they speak of having been subjected to violence and insult. You may look through these circulars and see whether they contain appeals to passion or are otherwise inflammatory in character. You may also consider the distribution in the light of what had occurred the day or night before. You will remember that one of the witnesses testified that Linhard said the night before the distribution of the circulars, that if he (meaning that baker) stepped outside, he would, in substance, feel the

weight of his (Linhard's) displeasure. Suppose that baker had stepped outside when these circulars were being distributed, what would have happened? Do you feel that upon the whole, if that baker had come outside during the distribution of these circulars he would have been molested? The mere fact that no violence was actually used in the street is not conclusive. It is for you to say whether the attitude of these men was threatening. Nor is it necessary that there should have been a direct threat. If you believe that the attitude actually presented by the distribution of the circulars was an attitude of intimidation, either to the passer-by or to the woman inside (Mrs. Landgraff), considering all the circumstances, then all who participated in it, directly or indirectly, are within the meaning of that word 'intimidation,' as used in the conspiracy act.

"Has there been a conspiracy to injure this woman's business — to prevent the exercise of a lawful calling by means of intimidation been established to your satisfaction? If it has, then the question remains, can a number of men so combine to so injure and to so prevent the exercise of a lawful calling, not by personal solicitation in a general way, but by congregating in numbers near the doors of the person to be injured, by printing circulars descriptive of the supposed grievance in more or less emphatic language, and by distributing such circulars near and about his doors to his customers and to passers by? If the conspiracy here be established, and the effects of the overt acts was to intimidate, and by such intimidation to warn off Mrs. Landgraff's customers, and the general public, which might otherwise patronize her, and to intimidate her, then such of the defendants as so conspired and participated in the overt acts are guilty."

The judge therefore submitted to the jury, as a question of fact, whether certain acts testified to by various witnesses amounted to intimidation. He was clearly of the opinion, however, that the intimidation of other persons besides the person conspired against was sufficient to meet the requirements of the statute.

The most important ruling in the Landgraff case was given on a request to charge. Counsel for the defense asked the judge to instruct the jury as follows :

"The mere fact that the defendants entered into an agreement to withhold their custom from Mrs. Landgraff, and to solicit others to withhold theirs, and that in the carrying out of that agreement they did not make use of illegal means or methods, they are (*sic*) not guilty of conspiracy, and should be acquitted."

The Court.—“I so charge.”

“Even though you find that the object of the agreement was to adopt measures having a tendency to diminish the gain and profits of Mrs. Landgraff, that of itself is not unlawful, unless the means adopted to carry out the measure were unlawful.”

The Court.—“I so charge.”

Under a free construction of the Penal Code the law of conspiracy can be carried to extreme lengths, in cases growing out of labor troubles. How far the courts will go can not be safely predicted in advance of future decisions.

IN OTHER STATES.

The first reported American conspiracy trial in which artisans were convicted was that of the boot and shoe makers of Philadelphia, before Recorder Levy, in 1806.

The indictment contained three counts, charging in substance :

1. Combination to increase wages.
2. Combination to prevent others by threats and menaces from working except at certain rates.
3. Combinations not to work for any master who employed non-society men.

These acts, it was asserted, tended “to the damage of the masters of the citizens of the commonwealth and to the great damage and prejudice of other artificers and journeymen.”

Recorder Levy regarded labor combinations as particularly prejudicial to the public welfare. His charge to the jury reads like a lecture on political economy. He said :

“It is of no importance whether the journeymen or the masters be the prosecutors. * * * No matter what the motives of the defendants were, whether to resist the supposed oppression of their masters or to insist upon extravagant compensation; no matter whether the prosecution originated from motives of public good or private interest, the question is whether the defendants are guilty of the offenses charged against them. * * * It is proper to consider, is such a combination consistent with the principles of our law and injurious to the public welfare? * * *

The usual means by which the prices for work are regulated are the demand for the article and the excellence of its fabric. When the work is done and the demand is considerable the prices will necessarily be high; where the work is ill done and the demand is inconsiderable, they will unquestionably be low. If there are many to

consume and few to work, the price of the article will be high, but if there are few to consume and many to work, the article must be low.

* * * Those are the means by which prices are regulated in the natural course of things. To make an artificial regulation, is not to regard the excellence of the work or the quality of the material, but to fix a positive and arbitrary price, governed by no standard, controlled by no impartial person, but dependent on the will of the few who are interested; this is the natural way of raising the price of goods or work. Is the rule of law bottomed upon such principles as to permit or protect such conduct?"

The recorder proceeded in the interrogative mood to ask the jury to consider whether any man could safely contract to deliver goods or receive orders if the journeymen might at any time arbitrarily fix wages and said, "What then is the operation of this kind of conduct upon the commerce of the city? It exposes it to inconvenience if not ruin. Therefore it is against the public welfare."

Recorder Levy dwelt upon the possible hardships which strikers must endure, and declared that trade unions put the botch upon a level with the artist as to wages, thus taking away all incentive to excel.

"In every point of view," he said, "these combinations are pregnant with public mischief and private injury. They tend to demoralize the workmen and to destroy the trade of the city."

Taking up the question of coercion, he continued :

"What has been the conduct of the defendants in this instance? They belong to an association, the object of which is that every person who follows the trade of a journeyman shoe maker must be a member of their body. * * * If they do not join a term of reproach is fixed upon them. The members of the body will not work with them, and they refuse to board or lodge with them. The consequence is that every one is compelled to join the society. * * * If the purpose of the association is well understood it will be found that they leave no individual at liberty to join the society or reject it. They compel him to become a member. Is there any reason to suppose that the laws are not competent to redress an evil of this magnitude?"

"A combination of workmen to raise their wages may be considered in a two-fold point of view. One is to benefit themselves; the other is to injure those who do not join their society. *The rule of law condemns both.* Hawkins, the greatest authority on the criminal law, has laid it down that a combination to maintain another in carrying out a particular object, whether true or false, is criminal."

The recorder proceeded to declare that each individual may lawfully refuse to work under certain wages, but a combination of individuals can not. He justified the rule by arguing that individuals not bound by mutual engagements with others would be less likely to stay or strike long.

The connection of the defendants with the conspiracy he regarded as clear. He said: "Kemer was their secretary, and the others were employed in giving notice, and were of the tramping committee." It thus appears that the accused represented the primitive type of our more or less esteemed contemporary, the walking delegate — the industrial bugaboo of the age.

Recorder Levy is said to have been an eminent lawyer. His reputation, probably, does not rest on this case. The charge was most improper. It was an argument, not a summary of the law. Had it been addressed to a legislative body — to any one who was *making* law — it would have been well enough. But it was scarcely an attempt to perform the legitimate duty of a judge — laying down law as it exists. He did not exhibit any malice toward the defendants, but he drew on his imagination for most of his law. His strange misconstruction of the passage from Hawkins is particularly noticeable.

In 1815, shoe makers again turned up as defendants in a trial at Pittsburgh. Judge Roberts declared that it was not for demanding high prices the men were indicted, but for using unlawful means to secure them. He said: "A conspiracy to compel an employer to have only a certain description of persons is indictable. It is a subversion of the liberty of the citizen. It has a direct tendency to restrain trade and create a monopoly. * * * You may decline employing any particular shoe maker, tailor or hatter at your pleasure. You may advise your neighbor not to employ a particular mechanic. But should you combine and confederate with others to ruin any particular shoe maker, tailor or hatter by preventing persons from employing him, this would be unlawful and indictable."

Chew v. Carlisle, the next in order, is always spoken of as the leading case in Pennsylvania. This time, strangely enough, master shoe makers were the defendants. The matter came up on *habeas corpus*, before Judge Gibson. The relators had combined to reduce wages to a point from which they had been forced up by a successful strike of the journeymen. They were held for trial and sued out a *habeas corpus* to test the law.

Judge Gibson was a remarkably able man and a great jurist, but he was a stickler for the doctrine that judges still have the power to make law.

Judge Gibson said:

"In no book of authority has the precise point before me been decided. *Rex v. The Tailors of Cambridge* is found in a book (8 Modern Reports, 10), which can claim nothing beyond the witnesses' evidence of reason and good sense apparent in the cases it contains. In the trial of the boot and shoe makers of Philadelphia, no general principle was distinctly asserted, but the case was considered only in reference to its particular circumstances. In the trial of the journeymen cordwainers in New York, the mayor expressly omits to decide whether an agreement not to work except for certain wages would be indictable *per se*. There are, indeed, a variety of British precedents of indictments against journeymen for combining to raise their wages, and precedents rank next to decisions as evidence of the law. But it has been thought sound policy in England to put this class of the community under restrictions so severe, that we ought to pause before we adopt their law of conspiracy as respects artisans, which may be said to have, in some measure, indirectly received its form from the pressure of positive enactment, and which, therefore, may be entirely unfitted to the condition and habit of the same class here.

"The unsettled state of the law of conspiracy has arisen from a gradual extension of the limits of the offense, each case having been decided on its own peculiar circumstances, without reference to pre-established principles. When a combination has for its direct object to do a criminal act, as to procure the conviction of an innocent man (the only case originally indictable, which served as a nucleus for the whole law on the subject), the mind at once pronounced it criminal. So, where the act was lawful but the intention was to accomplish it by unlawful means, as where the conviction of a person known to the conspirators to be guilty, was to be procured by any abuse of his right to a fair trial in the ordinary course.

"But when the crime became so far enlarged as to include cases where the act was not only lawful, in the abstract, but was also to be accomplished exclusively by the use of lawful means, it is obvious that distinctions, as complicated and various as the relations and transactions of society, became instantly involved; and to determine on the guilt or innocence of each of this class of cases, an examination of the nature and principles of the offense became necessary.

"This examination has not yet been very accurately made, for there

is in the books an unusual want of precision in the terms used to describe the distinctive feature of guilt or innocence. It is said the union of persons in one common design is the gist of the offense, but that holds only in regard to a supposed question of the necessity of actual consummation of the act meditated; but if combinations were in every view the essence of the crime, it would impart criminality to the most laudable associations. * * *

"It will therefore be perceived that the motive for combination or what is the same thing, the nature of the object to be attained, as a consequence of the lawful act is, in this class of cases, the discriminative circumstances.

"Where the act is lawful for an individual, it can be the subject of a conspiracy when done in concert, only where there is a direct intention that injury shall result from it, or where the object is to benefit the conspirators to the prejudice of the public or the oppression of individuals, and where such prejudice or oppression is the natural and necessary consequence.

"To give appropriate instances referable to each branch of this classification of criminal intention.

"If a number of persons should combine to establish a ferry, not from motives of public or private utility, but to ruin or injure the owner of a neighboring ferry, the wickedness of the motive would render the association criminal, although it is otherwise where capital is combined, not for the purpose of oppression, but fair competition with others of the same calling.

"So with respect to the other branch. If the bakers of a town were to combine to hold up the article of bread, and by means of a scarcity thus produced extort an exorbitant price for it, although the injury to the public would be only collateral to the object of the association, it would be indictable, and to the one or the other of these may the motive in every decided case be traced.

* * * * *

"I take it, then, a combination is criminal wherever the act to be done has a necessary tendency to prejudice the public or to oppress individuals by unjustly subjecting them to the power of the confederates, and giving effect to the purposes of the latter, whether of extortion or mischief.

"According to this view of the law, a combination of employers to depress the wages of journeymen below what they would be, if there was no recurrence to artificial means by either side, is criminal."

A more unsafe test of criminality could not be selected than that approved by Judge Gibson, viz., motive. He appears to

have overlooked the great distinction between motive and intention.

The object of criminal law is to prevent *acts* injurious to society. If any of these acts are committed intentionally all the essential elements of a crime are presented; motive is immaterial.

To illustrate: A takes a loaf of bread from B's counter. His intention may have been any one of a number. He may have intended to merely examine it; or to purchase it; or to move it out of the way; or he may have intended to unlawfully carry it away and deprive B of his property.

In the latter case he has committed larceny. His motive may have been any one of a number.

He may have been starving; or he may have wished to give it to some one else who was starving; or he may have been simply malicious, "possessed of the devil," as the old books put it; or he may have desired to injure B; or he may have wished to enrich himself.

But in any event he willfully took and carried away a loaf of bread with the intention of depriving B of his property. He was guilty of a criminal act. His motive was not material.

Motive is within the domain of morals. Its place in the criminal law is to mitigate or aggravate the punishment of a criminal act. But it can not safely be made a factor, much less the determined factor settling the criminality of an act.

Judge Gibson's own illustration emphasizes the objections to his test. A number of persons have the legal right to establish a ferry. Their *act* in so establishing is not a crime. But Judge Gibson says if they wished neither to benefit themselves nor the public but simply to injure the owner of an existing ferry they are criminal conspirators. Their act not being criminal it follows that their state of mind is criminal and punishable. Then why not punish people for harboring such malicious designs whether they take steps to put them into actual operation or not? The fact that the ferry they established did injure the old ferry keeper, could have no weight. The same result would follow the operation of the new ferry whatever the motive.

Furthermore, it is impossible to fathom men's motives. They vary widely and are generally mixed. To base criminality upon motive would be to make the law a lottery.

As to the second branch of Judge Gibson's definition, a combination which prejudices the public should be punishable as a crime.

But what kind of combinations do prejudice the public?

This is a question of fact or rather of deduction from a number of preliminary facts. To determine this question is the province of political economy. Men differ widely in their views of political economy. Laws based on its teachings are essentially police regulations, and are not within the domain of jurisprudence; they can not properly be declared by courts or justices.

The oppression of individuals is not criminal *per se*. A slaveholder in Virginia 30 years ago had the right to grievously oppress his human chattels. An employer at the present day may be able to oppress an individual by discharging him or threatening to do so.

Under our laws the direct oppression of individuals by physical force is forbidden. The indirect oppression which results from the exercise of legal rights can not be prevented without depriving the so-called oppressor of those legal rights; which is oppression likewise.

Judge Gibson, carrying out his theory of motive, further declared that if the employers before him could show that their combination was merely a foil to another existing combination of journeymen they would have a good defense. The facts showed that the employers combined to recover an advance in wages gained by a previous concerted demand.

It may be doubted whether the law of legal self-defense would apply to cases of antagonistic combinations. It is more like a matter of opposing but independent crimes. In the case at bar there was no analogy to self-defense. If A robbed B of a horse, B would not be justified of robbing A of a different horse.

The next trial of importance in Pennsylvania was that of the "twenty-four journeymen tailors" at Philadelphia, before Recorder Reed, in 1827. The indictment charged:

1. Conspiracy to raise wages, thereby decreasing the profits of their employers.
2. Conspiracy to coerce employers into reëngaging men who had been discharged.
3. Conspiracy to injure, embarrass and obstruct the employés.
4. Conspiracy to injure and oppress certain non-union men and master workmen by:
(A.) Desisting from work.

(B.) Assembling in the street, obstructing workmen, threatening and assaulting the non-union men.

Recorder Reed criticised the language of Judge Roberts in the Pittsburg case.

One peculiarity of conspiracy cases is that judges nearly always object to the rulings of some other judge, though all claim to be declaring and expounding a settled law of the land.

The recorder assumed that Judge Gibson, when he spoke of raising wages by "artificial means," did not mean a simple "agreement among the parties themselves not to work for less wages than they had agreed to accept." Yet that is apparently exactly what Judge Gibson did mean.

Recorder Reed held, however, that an argument not to work for less than certain wages followed by a joint, concerted refusal to work unless such wages were paid, was not a conspiracy.

He thus took direct issue with Recorder Levy and Judge Gibson.

Recorder Reed held further, that if the men endeavored in concert to prevent other workmen from filling the places they had vacated they were guilty of conspiracy.

IN MASSACHUSETTS.

The noted case of *Commonwealth v. Hunt* (4 Metcalf, 111) came before the Supreme Court of Massachusetts on appeal in 1845.

The appeal was based on a technical point, but that point was one which involved the merits of a great class of cases.

The distinction between conspiracies to commit acts as ends or means led to great difficulty over indictments. It was properly a matter of pleading the question of loose allegations or specific statements.

If, for instance, a conspiracy to commit murder (or to commit acts which make up the crime of murder) was alleged that was sufficient to sustain an indictment, murder being a known crime.

But where the charge was a conspiracy to *injure* some one by various means more difficulty was encountered. Some courts sustained indictments with general averments, others took a different view, the latter holding that a general averment of a combination to injure an individual did not disclose a crime, insisted that the illegal acts the confederates proposed to commit should be detailed so the court could see whether the acts were really criminal.

It was the custom of pleaders in the latter class of cases to

supplement the poverty of their charges by sundry sinister adverbs and adjectives. Everything was done "wickedly," "falsely," "maliciously," "perniciously" and "corruptly," to the "great damage" of somebody or other.

In New York State it was settled at an early day by a narrow majority in the Court of Errors and Appeals that strict pleading was necessary.

The case of *Commonwealth v. Hunt* presented the usual feature of a strike by shoe makers for more wages and against the employment of non-union men.

The indictment was similar to those in the New York and Philadelphia cordwainers' cases. A motion to quash was made on the ground that the indictment did not set forth any *criminal means* to be used. This was overruled, an exception taken and the matter brought up on appeal.

Judge Shaw delivered the opinion of the court. He said of the first count :

"Stripped of introductory recitals and alleged injurious consequences and of the qualifying epithets attached to the facts, the averment is this: that the defendants and others formed a society and agreed not to work for any person who should employ any journeyman or other person not a member of such society after notice given him to discharge such workman. The manifest intention of the society is to induce all those engaged in the same occupation to become members of it. Such a purpose is not unlawful. It would give them a power which might be exerted for useful and honorable purposes or for dangerous and pernicious ones. If the latter were the real and actual object and susceptible of proof, it should have been specially charged. Such an association might be used to afford each other assistance in times of poverty, sickness and distress or to raise their intellectual, moral and social condition, or to make improvement in their art or for other proper purposes, or the association might be designed for purposes of oppression and injustice; but in order to charge all those who become members of an association with the guilt of a criminal conspiracy, it must be averred and proved that the actual if not the avowed object of the association was criminal.

"Nor can we perceive that the objects of this association, whatever they may have been, were to be obtained by criminal means. The means which they proposed to employ, as averred in this count, and which we are now to presume, were established by the proof, were, that they would not work for a person who, after due notice, should

employ a journeyman not a member of their society. Supposing the object of the association to be laudable and lawful, or at least not unlawful, are these means criminal? The case supposes that these persons are not bound by contract, but free to work for whom they pleased, or not to work if *they so prefer*. *In this state of things we can not perceive that it is criminal for men to agree together to exercise their own acknowledged rights in such a manner as best to subserve their own interests.* One way to test this is to consider the effect of such an agreement where the object is acknowledged on all hands to be a laudable one. Suppose a class of workmen impressed with the manifold evils of intemperance, should agree with each other not to work in a shop in which ardent spirits were furnished, or not to work for an employer who should, after notice, employ a journeyman who habitually used it. The consequences might be the same. A workman who should still persist in the use of ardent spirits would find it more difficult to get employment, a master employing such an one might at times experience inconvenience in his work in losing the services of a skillful but intemperate workman. Still, it seems to us that as the object would be lawful and the means not unlawful, such an agreement could not be pronounced a criminal conspiracy.

“The second count, omitting the recital of unlawful intent and evil dispositions and omitting the direct averment of an unlawful club or society, alleges that the defendants, with others unknown, did assemble, conspire and confederate and agree together not to work for any master or person who should employ any workman not being a member of a certain club, society or combination called the Boston Journeyman Boot Makers’ Society, or who should break any of their by-laws, unless such workman should pay to said club such sum as should be agreed upon as a penalty for the breach of such unlawful rules. It is simply an averment of an agreement among themselves not to work for a person who should employ any person not a member of a certain association. It sets forth no illegal or criminal purpose to be accomplished nor any illegal or criminal means to be adopted for the accomplishment of any purpose. *It was an agreement as to the manner in which they would exercise an acknowledged right to contract with others for their labor.*”

Judge Shaw thought that a combination to break a contract of service would be a criminal conspiracy, and supported this view with some apt illustrations. He continued:

“We think, therefore, that associations may be entered into the object of which is to adopt measures that may have a tendency to

impoverish another — that is to diminish his gains and profits, and yet so far from being criminal or unlawful, the object may be highly meritorious and public-spirited. The legality of such an association will therefore depend upon the means to be used for its accomplishment. If it is to be carried into effect by fair and honorable means, it is, to say the least, innocent; if by falsehood or force it may be stamped with the character of a conspiracy. It follows as a necessary consequence, that if criminal and indictable, it is so by reason of the criminal means intended to be employed for its accomplishment, and as a further legal consequence, that as the criminality will depend upon the means, those means must be stated in the indictment."

The court holding that the means set out were not unlawful, it follows that in Massachusetts a strike against non-union men is not a criminal conspiracy.

In the recent case of *Carew v. Rutherford* (a civil suit), the Supreme Court of Massachusetts strongly intimated that a combination to compel an employer to pay money under threat of a strike was a criminal conspiracy, although it further declared that "it is no crime for any number of persons, without an unlawful object in view, to associate themselves together to agree that they will not work for or deal with certain men or classes of men, or work under a certain price, or without certain conditions."

NEW JERSEY'S RULE.

In New Jersey it was held, in 1867, that a strike against non-union men was a criminal conspiracy. (*State v. Donaldson*, 3 Vroom., 151).

CONNECTICUT CASES.

In Connecticut it was early held that a strike for wages was not a criminal conspiracy. (Case of the Hartford carpet weavers.)

In the recent case of *State v. Glidden*, growing out of an aggressive boycott upon a New Haven paper, the Supreme Court has affirmed the conviction of the defendants, upon appeal. In the lower court the intent to injure was made the test of criminality, and the question of intent was left to the jury. The Supreme Court, in its opinion, refers to a statute against coercions or intimidation, which it holds applies to active boycotts. The court said, among other things:

"If in any case it is criminal for many to combine to do what one may lawfully do singly, it would seem that this is such a case. *

* * It is no answer to say that the conspiracy was for a lawful

purpose, to better their own condition and advance their rate of wages.

* * * They had a right to request the Carrington Company to discharge its workmen and employ themselves, and to use all proper argument in support of their request, but they had not the right to say you shall do this or we will ruin your business; much less had they a right to proceed to ruin its business. In such a case the direct and primary object must be regarded as the destruction of the business. The fact that it was designed as a means to an end, and that end a lawful one, does not divert the transaction of its criminality."

In the same State, two railroad superintendents were convicted of blacklisting a workman during the past year. It is probably the first case of the kind. Judge Pickett said: "Any conspiracy to prevent, obstruct or hinder any man from putting his labor on the market, is highly criminal at common law."

STATUTES.

Twenty-four States of the Union have conspiracy statutes. These are Alabama, Arkansas, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Michigan, Missouri, Nebraska, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Virginia and Wisconsin.

Those of Florida, Illinois, Iowa, Maine, Michigan, New Jersey, New York and Tennessee declare agreements to commit acts injurious to trade to be criminal conspiracies.

Kansas and Michigan have laws directed against impeding public traffic or railroads. An agreement to strike might be an "act" within the Kansas statute.

The Pennsylvania statute is carefully drawn to protect men belonging to trade societies, who, in accordance with the rules of such societies, concertedly refuse to work. But it is provided that the rules of such associations must conform to the constitution of Pennsylvania and that of the United States. Persons who "hinder" men who desire to labor may, however, "be punished under existing laws."

CONCLUSIONS AND SUGGESTIONS.

There is a manifest lack of agreement among both judges and commentators as to the proper function and scope of the doctrine of conspiracy or combination in the criminal law. Judges usually look favorably upon the theory that a combination to do a lawful

act may be criminal, but they differ widely in the reasons by which they justify their faith. Essayists and commentators, where they express any opinion at all, generally criticise the theory.

The latter are in the best position for taking a broad view of the subject. A judge is bound by precedent, is often affected by the evidence in the particular case before him, and is generally disposed to favor laws which enlarge his discretionary powers.

Several of the most learned legal writers raise objections to the extension of the doctrine of conspiracy. Among these are Sergeant Talfourd, Mr. Wharton, and to a lesser degree, Judge Stephen. Mr. Wood, author of the standard work on conspiracy, devotes most of his book to showing that there is little logical foundation for the theory, and that most of the decisions on which the law is based were wrong. He sums up as follows:

"On the whole it seems that the uses in criminal law of the doctrine of criminality of agreement are of the following kinds and subject to the following limitations, viz.:

"1. Its principal function is that of an auxiliary to laws creating particular crimes.

"2. In some cases it may be proper to treat the agreement for a minor offense in so altering its quality and mischief as to make it a fit object for punishment as a crime. But these cases are probably few and they ought to be specified in the written law.

"3. There are some mischievous conditions of things (such as an unlawful assembly) which ought to be punished as crimes, and which can not be brought about except by the concurrence of more than one.

"4. There are cases in which acts done by several persons in agreement ought to be punished though the same acts ought not to be punished if done without agreement. But these ought to be specified and carefully defined. ('This is within the domain of policy rather than jurisprudence.' Mr. Wood says in a note.)

"5. In an imperfect system of criminal law the doctrine of criminal agreements for acts not criminal may be of great practical use for the punishment of persons for acts which ought to be made punishable irrespective of agreement, and especially for some kinds of fraud. But this use of the doctrine involves an important delegation of a legislative power in a matter in which the exertion of such power should be carefully guarded, since the Legislature admits its own inability to discover the principles on which legislation ought to proceed."

With this existing difference of opinion both as to what the law is and what it should be, a few suggestions may not be inopportune:

1. Conspiracy should be limited to agreements to commit crimes. It is properly an attempt.

This would upset the rule that it may be criminal for two or more to agree to do a lawful act.

It would also dispose of the crimes of "conspiracy to injure or prejudice another" and relegate to obscurity the offense of "conspiracy to impoverish another by indirect means." Combination in itself may be criminal, but combination should not enlarge an act not in itself criminal to the dimensions of a crime. A crime properly consists of the intentional doing or attempting to do an unlawful act. The causes or reasons which led a person to commit that act — in other words, his motives — are immaterial so far as legal guilt is concerned. An inquiry into the motives of the criminal may disclose that he is a worthy but unfortunate person, or that he is a wild beast who should be caged or strangled. The motive might, therefore, mitigate or aggravate the punishment, and this is all it should do.

There is no sound, logical basis for the theory that combinations, coupled with the desire to injure, can convert an otherwise innocent act into a crime. If the act itself is injurious to an individual to such an extent that the law should punish it, let it be added to the list of crimes and grade the punishment.

The rule which would make the motive — the desire to injure — a test or element of criminality, entirely disregards the rights of the confederates.

A legal injury involves the breach of a duty owed to another person. It is not the duty of A, B, and C to work with D, or to buy goods of E. A, B, and C have a right to work with or refuse to work with D, to deal with or refuse to deal with E. When they refuse to work with D, or refuse to deal with E, they exercise a personal right and violate no duty.

The element of coercion does not change the status of affairs. If A, B, and C notify F that they will not work for him so long as he employs D, they do not coerce him — place him under duress — in a proper sense of the word. They offer him a choice of alternatives — it may be a choice of evils. But they are acting within their rights and violate no duty owed to F. In the same

way if they notify D he must join their society or they will refuse to work with him, he is simply presented with two alternatives, and can not act as his judgment or interests may dictate.

Considered merely as an injury to an individual it is difficult therefore to sustain this branch of the law of conspiracy.

What Mr. Gladstone calls the right of "exclusive dealing" seems to be a natural right, and the danger of injury to individuals does not seem to be a sufficient cause for declaring that it is not a legal right.

2. Combination in itself may be opposed to public policy and may therefore be made criminal.

In this case the effect of combinations on individuals must be wholly disregarded, as well as the motives of the confederates.

Within this branch would come all trade and labor combinations.

It has been urged that the criminality of such combinations is due to the violation of some ill defined social compact. This view was advanced by Thomas Addis Emmett in the New York cordwainers' case. This appears rather fanciful. There is no social compact except the aggregation of rights and duties which go to make up the law. Men deal at arms length in this nineteenth century and owe one another nothing but civility. The golden rule and the "new commandment" have no place in modern business methods. We agree to observe the law and that only, and other rights or duties can only be enforced by social pleasure. It is also apparently perfectly proper for each individual or class to endeavor to have the law arranged so as to best advance his or their interests.

Competition is declared to be both desirable and beneficial by the orthodox school of political economy.

Combination destroys competition, it is the antithesis of competition. Therefore, combination is opposed to public policy.

Acts opposed to accepted ideas of public policy should be declared criminal.

If a majority of our citizens believe that competition is demanded by sound public policy, combinations which prevent competition should be destroyed.

The statute of 1830 was based upon this theory, but it was not a perfect enactment.

It declares that if two or more persons agree to *commit* an act

injurious to trade and commerce (and overtly attempt to carry their agreement into effect), they are guilty of conspiracy.

Judge Savage kept the purpose of this statute clearly in view, when he decided that an agreement to raise wages was an agreement to do an act injurious to trade or commerce; that an agreement not to work with an individual, was an act injurious to trade or commerce.

But the political scientists do not consider raising wages an act injurious to trade or commerce. Raising them through combination is what they object to. Engrossing the supply of labor, thus neutralizing competition and affording an opportunity to elevate the price of labor above its natural price, is the evil they complain of.

The men of this school referred to would like to see every person raise his wages by individual exertion. They would like to see him mount the auction block, call for bids and accept the highest. If he succeeded in getting a large remuneration they would rejoice with him.

Unless, therefore, Judge Savage held that the Geneva shoe makers conspired to combine, his decision can hardly be supported, and the statute fails of its evident purpose.

The Chief Justice's decision that depriving a man of a situation, or endeavoring to coerce him, was an injury to trade or commerce, is open to objection. Unless there was an actual, effectual demand for all the shoe makers who could be procured; unless there were no idle men in the trade, it is difficult to see how depriving a man of his position injured trade or commerce. If there was a mere displacement; if an idle man went to work and a previously employed man was reduced to idleness, trade or commerce was not injured.

The following propositions are submitted:

1. Conspiracy should be limited to an agreement to commit a criminal act. It is properly an attempt.
2. Combination should aggravate a crime. It should raise the degree of a criminal act actually committed.
3. Combination in itself may be opposed to public policy, and if so should be prohibited.

The first two of the above propositions cover the ordinary law of conspiracy, the last covers trade or labor combination.

The latter should not be brought within the range of the law of conspiracy proper. They form a class apart.

The theory that it may be criminal for two or more to agree to do a lawful act has no place in a scientific system of law.

This theory is usually supported by the argument that combination so increases the power for evil of the confederates as to raise a trivial offense to the plane of a grave crime.

The argument is not sound. Increased power for evil might properly raise the degree of a criminal act, but it can not change the nature of a lawful act so as to make it criminal.

In any event the argument does not apply to the doctrine of conspiracy proper.

A criminal conspiracy consists solely of an agreement to commit a criminal act. When the agreement is redeemed the crime is complete.

If the confederates go on and commit the act they become joint criminals. When A and B agree to rob C they are criminal conspirators. When they actually rob him they are joint robbers.

So long as the matter rests simply in agreement the combination gives no added power for evil. It is no more harmful for ten thousand men to agree to rob C, than for A and B to agree to rob C. If the matter goes no further, the agreement of the ten thousand would not damage either C or the public more than if A alone had made up his mind (agreed with himself) to rob C.

But when the enterprise proceeds from the region of agreement to that of physical acts, the added power of the combination is to be dreaded.

The ability of two men to overcome C's resistance is so much greater than that of one, that the combination is properly matter for aggravation calling for increased punishment.

In cases of conspiracies to "defraud or injure by means not in themselves criminal," the accused are really punished for *acts* done, though charged only with agreeing or conspiring to do those acts, and ostensibly tried only for so agreeing.

The English royal commission which reported the law of 1875, while willing to limit labor conspiracies to agreements to commit crimes, declared that it was desirable to retain the general law making agreements to commit wrongful (though not criminal) acts criminal conspiracies. They agreed that combination should sometimes raise acts not otherwise criminal to the grade of crimes. As an illustration, they declared it was not criminal for an individual to attempt to injure a trader's credit by spreading false

reports of such trader's financial condition, or even to attempt to prevent the trader from getting accommodation at his banker's by falsely representing that he was about to fail. But the commission said if two or more agreed to injure a trader by similar methods, it would be a criminal conspiracy. The increased power of the combination was given as the reason for the distinction.

This illustration only shows that the law of England is imperfect. So far as actual injury is concerned, the dissemination of such reports by one man might do great damage, while *the mere agreement* of 1,000,000 of men to spread such reports could do no possible harm.

If, however, such a combination commenced to act (to spread the injurious reports), the power for evil would far exceed that of an individual.

There is no good reason why the intentional spreading of false reports as to a business man's standing should not be a crime if done by an individual. It should be a more aggravated case if a combination agreed to and did spread such reports. But the combination in no way changed the nature of the act. It only raised its degree.

This whole branch of the ordinary law of conspiracy is only a clumsy and roundabout method of punishing acts which should be punished directly.

To illustrate :

D and E agree to ruin F by spreading false reports of his insolvency. At common law they are criminal conspirators.

They do actually spread such reports. They are still only criminal conspirators.

They may succeed in undermining F, or they may not affect his credit a particle. In either case the nature of the theory does not change. They are still criminal conspirators, or they were when they first reached an agreement.

On the contrary, if A and B agree to rob C, they are first criminal conspirators.

If they do rob him, they are jointly guilty of robbery. The indicate or preliminary crime (if not merged) would at least be disregarded.

If D and E were pursued criminally, they would be indicted for conspiracy to injure F. On the trial, the testimony taken would all be devoted to proving a number of connected acts. There

probably would be no direct evidence of an agreement, but the jury would be told it might infer an agreement from these acts. They would really be convicted and punished for these acts, though ostensibly their crime consisted of agreeing to commit them.

The friction may have its uses, but the better way would seem to be to extend the criminal law so as to penalize the objectionable acts, and punish individuals who committed them.

The absurdity of proving that A and B robbed C in order to permit the jury to infer that they agreed to rob him is apparent. The procedure in the case of D and E is no less unscientific.

There are many cases which apparently hold that a general desire to injure may turn an agreement to do an otherwise lawful act into a crime. This is only another way of putting Judge Gibson's theory that motive should be the text of criminality.

It may well be doubted whether a criminal intent consists of more than a *specific intent to do a criminal act*. The law (or common sense) then presumes that the wrong-doer intends the probable consequences of his act.

A general desire to injure would be simply a motive, which is not one of the elements of a crime. A crime consists in the intentional commission of a criminal act. The causes or reasons which induced a person to commit such an act are not material in determining the legal guilt. When determining the moral guilt in order to find the punishment, an inquiry into motives might show that the criminal was worthy but unfortunate, or that he was a wild beast who should be caged or strangled. Sometimes evidence as to motives may be important as tending to show intent, or even in cases of doubt to supplement circumstances and render it more probable that an accused was the actual perpetrator of a crime. This is the extent of the usefulness of motives in criminal law.

STRIKES AGAINST NON-UNION MEN.

In every case tried in the country with one exception (*Commonwealth v. Hunt*), strikes against non-union men have been held to be criminal conspiracies. Different reasons are given by different judges for the conclusions.

Justice Savage held that to deprive a man of employment reduced the normal supply of productive labor, and was, therefore, an act injurious to trade or commerce.

In the other cases, the intent or desire to "injure," "coerce" or

“oppress” has been declared to be the criminal element, and the general principle has been laid down that every man had a right to bestow his labor as he deemed, but that any interference with that right was wrongful, and that combined interference with that right was criminal.

A general desire or intent is but another name for motive, which is properly not an element of a crime. That as it may, not in one case out of a thousand is there a general intent or desire to injure either the non-union man or his employer when union men refuse to work with or for either, as the case may be.

So far as the non-union man is concerned, the intention is to bring him into the combination. So far as the employer is concerned, they want to induce him to help build up their members.

The general intention of the union men is to benefit themselves. This would make no difference, of course, if the act itself was criminal. When union men refuse to work with a non-union man, they have a specific intent to so refuse to work, and they know that the probable consequence will be to injure the non-union man.

But the act is not criminal. It is the exercise of an undoubted natural right—the right which distinguishes a man from a slave.

The judges who declare that it is an invasion of a non-union man's rights for a number of men to jointly refuse to work with him, entirely overlook the no less sacred rights of the union man.

But is it an invasion of the non-union man's rights? What are his rights? He has a general right to labor if he can get somebody to employ him. He has no right to demand work from any particular employer, neither has he any right to insist that certain men shall not work with him. His right consists of a general right to work, not a right to work in a particular place, or with a specific set of men.

A criminal act involves the breach of a civil duty owed to the injured person by the perpetrator of the criminal act. It is not the duty of A and B to work with C or for D, or to deal with E. They can so work or refuse to work; deal or refuse to deal. In either case they exercise an absolute personal right, and their motives are immaterial.

What Mr. Gladstone calls the “right of exclusive dealing,” is certainly a natural right. It can not be taken out of the list of civil rights without sadly disarranging our whole system. If it is

against public policy, of course other considerations come into play.

The element of coercion or constructive intimidation does not change the states of affairs. Coercion is not necessarily criminal. We are all constantly "coerced." Our simplest action is usually a choice of alternatives — and of the disagreeable alternatives.

Direct physical coercion should be forbidden, and can be prevented. The indirect coercion which may flow from others insisting on their pound of flesh can not safely be forbidden, and can never be prevented.

A baker who refuses to sell a loaf of bread for less than his established price, coerces the prospective purchaser in the same way as A and B coerce C when they refuse to work for him unless he discharges D.

The coercion in both instances, however, springs from the desire or necessities of the person coerced.

In both cases the coercers are exercising natural rights in fixing their own terms for their bread or labor.

Threats of violence or actual intimidation should be made criminal independently of combination. But the rulings of the English courts as to what should amount to a threat went to extremes. They apparently considered a gruff, bellicose or minatory manner in announcing a proposed course of action as highly reprehensible, and showed a disposition to hold that any announcement of a contemplated strike was a threat.

Politeness and courtesy are desirable social qualities; but the enforcement of canons of deportment is scarcely within the province of the criminal law.

Intimidation involves both an act by one person and its effect on another. The strength of mind or will of the person to be intimidated is thus an element in the crime. This will vary in different persons.

In India a law prevails against "sitting dhurna." An individual who desired to intimidate another would sit on the latter's door-step and starve himself to death. This was supposed to bring retribution upon the head of the owner of the door-step in the hereafter. In the South, Voodoo doctors play on the fears of ignorant negroes by mysterious and uncanny manipulations of toads, lizards, snakes and other small deer. These practices intimidate the persons aimed at.

Intimidation can never be defined. The acts which would intimidate ordinary persons can, however, be easily specified. The English legislation tended toward defining both threats and intimidation. It may be doubted whether it is advisable to prohibit acts which would only intimidate abnormally weak or timid persons.

It is doubtful at least whether the ones which declare the strikes against non-union men to be criminal conspiracies, because of an intent to injure individuals, are sound.

But where the criminal element consists of an injury to the public, of conduct contrary to sound public policy, different considerations apply.

NATURAL FORCES AND NATURAL PRICES.

The orthodox school of political economy holds that there is a natural price or value for commodities (including labor); that this natural price or value is developed by free competition in open markets.

Exchanges, they believe, should be conducted on the auction principle. Enlightened selfishness should be the motive for human action. Free play should be given to natural forces. It is not exactly fatalism, but is very near it. It can not be denied that this is the orthodox school. Our protective system merely guards the home market. There is absolute free trade, so far as governmental restrictions are concerned, between the States which span this vast continent, between sixty millions of people. Our internal policy is a free-trade policy.

The forced price above this natural price is considered economically wrong.

A competition develops the natural price; competition is both suitable and beneficial according to the school.

Combination is the antithesis of competition. The existence of one involves the absence of the other.

As combination destroys competition, it follows that such combination is in itself wrongful; that it should be forbidden by law—in other words made criminal.

It can not be denied that the school above referred to is the orthodox school. Our protective tariff only guards the home market. Absolute free trade exists between the States of the Union. Our internal policy is a free trade policy.

If a majority of our citizens believe that free competition is demanded by some public policy, combination which destroys competition should be prohibited.

That portion of the statute of 1830, referring to the acts injurious to trade or commerce, was based upon this theory of public policy, but it was not a perfect enactment.

The *acts* agreed upon by trade or labor combinations are not injurious to trade or commerce. Raising wages or prices, or even limiting production, in themselves, do not injure trade or commerce.

It is the combination (the strangler of competition) that injures trade or commerce. Combination is the act to be prohibited. But be that as it may, it is absurd for the Legislature to pass such a general enactment on such a great subject, and practically saddle the courts with the duty of defining and declaring the economical views of the State.

It is no more within the province of the courts or judges to settle economical questions than it is to devise systems of taxation. Such questions are within the purview of administrators' law, not judicial law.

There is nothing else on which men differ so widely as on questions of political science, of public policy. Their views on subjects of that nature constantly change. Nations have been known to reverse their whole system within the space of a few years.

Judge Savage and Judge Daly differed diametrically on the construction of the New York statute. Both, apparently, were endeavoring not so much to construe the statute as to find out what English judges in past centuries had thought about trade combinations.

Why should the views of dead and gone English judges have any more to do with our administrative law than the views of Roman emperors or Jewish high priests?

Combination (with intent to prevent competition) being the offense, our lawmakers ought to proceed directly to forbid that offense.

Our statute should read something like this: "If two or more persons agree to hamper, impede, destroy or limit natural competition in labor, services, exchanges, or the production or distribution of commodities," each is guilty of a conspiracy.

It might be proper also to consider attempts to boycott men who worked at low rates, as incipient stages of combination to control values—as attempts to form monopolies—and such attempts could be punished.

Of course, if combinations to destroy competition are to be abolished, the trusts and pools would have to go, and the commercial and financial exchanges would have to revise their rules.

At the present time, when nearly every line of industry is pooled, when the prices of steel rails and the prices of slate pencils are alike regulated by combinations; when the trunk line managers run an extensive and expensive institution in order to prevent competition between their companies, and the managers of the anthracite roads decide how much coal they will allow to be mined, and how much they will ask the public for it (knowing that the public can get no coal except such as they bring to tide-water), a vigorous attack on combination would cause an industrial upheaval.

It might be asked why the trusts and pools have been allowed to flourish so long, as they are clearly illegal, under Chief Justice Savage's decision. Within the last year the General Term in the first district declared a land pool or corner a criminal conspiracy, but the conspirators were never indicted.

There are probably many reasons for this state of affairs. The principal one undoubtedly is the disposition to treat the administration of the criminal law as a matter of private concern; to permit a complainant to make or withdraw a complaint if he wishes; to wait until an injured individual sets the criminal machinery in motion. Our grand juries are no longer grand inquests which inquire into and seek for crime and offenses. They have become grist-mills which grind out indictments if some one pours in charges and turns the crank. Thus the trunk-line pool can openly run an extensive headquarter and the coal combination can hold an advertised meeting in a New York hotel, and give an official resumé of the result of its deliberations to reporters. This failure to remember that the civil law redresses private injuries and the criminal law punishes public wrongs, probably, as much as anything else, has made our conspiracy laws class laws, operating only on combinations of workmen.

It is, however, no more criminal for shoe makers to boycott non-union men than for the governor of the Stock Exchange to boycott members of rival exchanges. The great objection to our con-

spiracy laws is that they are not only specially directed against workingmen, but that they are only enforced against workingmen.

Conspiracy laws applying to workingmen have sprung from two motives. The free traders oppose trade combinations on principle, but they are not fierce in their antagonism. They believe not only that the law of supply and demand should control, but that it does control. They believe combinations will fall to pieces of their own weight.

Capitalists — more especially manufacturers — oppose labor unions, not because they object to combinations in themselves, not because they like competition or consider it beneficial, but because they want cheap and submissive labor. The men who are most bitter in their opposition to trade unions, are generally not only members of similar combinations themselves, but are continually seeking restrictive and protective laws; laws which will prevent competition so far as they are concerned, or bounties which will give them an advantage in the field of competition.

The labor laws of England were designed to place the laborer at the mercy of employers. Our laws are copied from English sources. It is queer that while England is steadily removing the features of her laws which bore especially or unfairly on the workingmen, we should deliberately select those features and place them in our statute books.

The right of an employer to control his business is no greater than the right of an employé to control his labor.

Fair play and equal rights should be considered in enacting and enforcing our conspiracy laws.

As to the advisability of attacking trade combinations, much might be said on the other side. Many people believe that competition is wasteful and combination beneficial.

The managers of the trunk railroads have openly declared that competition would bankrupt all their concerns.

If the trunk lines can not live under free competition, how is it possible for a laborer, with nothing but his hands to depend on, to stand up under competition, not only with the laborers of America but of the whole globe. There is only a matter of a few dollars between the pauper laborer of Europe and the alleged highly paid laborer of America.

If combinations are to be attacked, however, it would seem advisable to open first on some of the admitted illegal trusts and pools.

A country where combinations of traders or laborers did not exist would probably be a desirable place to live, but no such country ever existed. There were trade unions in ancient Egypt, in the Assyrian empire, in the Phœnician cities, in Greece, in the Roman empire and its colonies. Trade unions founded cities of Europe, and nursed civil liberty, industry and art in their infancy.

They may be theoretically mischievous, but practically they appear to be indestructible.

COMBINATION MAY AGGRAVATE CRIME.

This covers all that can be said as to the power of combination on which much stress has been laid by many judges. If a criminal act is agreed upon and executed by a combination, the power to damage is enhanced so as to aggravate the guilt of the participants; but unless the act itself is criminal, combination should not make it so.

A P P E N D I X.

APPENDIX.

Laws of the State of New York, Passed in the Session of 1886.

Chapter 31.

AN ACT to amend the Penal Code.

PASSED March 3, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Willful Omission to Furnish Minors with Food, etc.

§ 288. A person who willfully omits, without lawful excuse, to perform a duty by law imposed upon him to furnish food, clothing, shelter or medical attendance to a minor is guilty of a misdemeanor. Any person other than a superintendent of the poor, or a superintendent of alms-houses, or an institution duly incorporated for the purpose, who receives, boards or keeps any nursing children, or any children under the age of twelve years not his relatives, apprentices, pupils or wards, without legal commitment, or without having first obtained a license in writing so to do from a member of the State Board of Charities, or from the mayor, or board of health of the city or town wherein such children are received, boarded or kept, or who violates the provisions of such license, is guilty of a misdemeanor. Such license must specify the name and residence of the person so undertaking the care of such children, and the place and number of children thereby allowed to be received, boarded and kept therein, and shall be revokable at will by the authority granting it. Such person shall keep a register wherein he shall enter the names and ages of all such children, and the names and residences of their parents, as far as known, the time of the reception and discharge of such children, and the reasons therefor, and if he neglects or omits so to do, he is guilty of a misdemeanor. It shall be lawful for the officers of any incorporated society for the prevention of cruelty to children, at all reasonable times to enter and inspect the premises wherein such children are so boarded, received or kept, and also such register and the children.

Immoral and Dangerous Employment, etc., of Children a Misdemeanor.

§ 292. Any person who employs or causes to be employed, or who exhibits, uses, or has in custody, or training for the purpose of the exhibition, use or employment of, any child apparently or actually under the age of sixteen years; or who having the care, custody or control of such a child as a parent, relative, guardian, employer, or otherwise, sells, lets out, gives away, so trains, or in any way procures or consents to the employment or to such training, or use or exhibition of such child; or who neglects or refuses to restrain such child from such training, or from engaging or acting, either

1. As a rope or wire walker, dancer, gymnast, wrestler, contortionist, rider or acrobat; or upon any bicycle or similar mechanical vehicle or contrivance; or,

2. In begging or receiving or soliciting alms in any manner or under any pretense, or in any mendicant occupation; or in gathering or picking rags, or collecting cigar stumps, bones or refuse from markets; or,

3. In peddling, singing or playing upon a musical instrument, or in a theatrical exhibition, or in any wandering occupation; or,

4. In any illegal, indecent or immoral exhibition or practice; or in the exhibition of any such child when insane, idiotic, or when presenting the appearance of any deformity or unnatural physical formation or development; or,

5. In any practice or exhibition or place dangerous or injurious to the life, limb, health or morals of the child:

Is guilty of a misdemeanor.

Proviso as to Musicians, Singers, etc.

But this section does not apply to the employment of any child as a singer or musician in a church, school or academy, or in teaching or learning the science or practice of music, or as a musician in any concert with the written consent of the mayor of the city, or the president of the board of trustees of the village where such concert takes place.

Chapter 67.

AN ACT to incorporate "The Gramercy Park School and Tool-house Association."

PASSED March 24, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Corporators.—Corporate Name and Powers.

SECTION 1. Alexander S. Webb, F. A. P. Barnard, Charles J. Chandler, Abram S. Hewitt, Parke Godwin, E. L. Youmans, R. Heber Newton, Francis R. Thurber, William Lloyd, Andrew Carnegie, Gustav Gottheil, and Courtlandt Palmer, and all other persons who may become members of the corporation are hereby constituted a body corporate by the name of The Gramercy Park School and Tool-house Association, with perpetual succession, and power to use a common seal, and to alter the same at pleasure, and to sue and be sued, and to take and hold by grant, purchase and devise, real and personal property to an amount not exceeding one hundred thousand dollars in value, for the purposes of said corporation, and to sell, convey, lease and mortgage the same, or any part thereof, subject, however to the laws of this State in relation to devises.

Objects.

§ 2. The purposes and objects of this corporation shall be to establish and conduct a school and tool-house for the instruction of children of both sexes, so as to combine thereby general and theoretical education in science, art and literature, together with practical and technical instructions and manual and business training in the various trades, arts and professions.

Capital Stock.

§ 3. The amount of the capital stock shall be fifty thousand dollars; to be paid for in money or property.

Shares.

§ 4. The number of shares of which such capital stock shall consist shall be one thousand, of fifty dollars each.

Place of Business.

§ 5. Said corporation shall carry on its operations in the city of New York, with the privilege of establishing and conducting branch schools of the same general character elsewhere.

Trustees.

§ 6. The number of trustees shall be five, and the following are the names of the trustees who shall manage its concerns for the first year, to wit: Benjamin S. Church, Robert H. Lamborn, Courtlandt Palmer, Walden Pell and Rush C. Hawkins.

Powers and Liabilities.

§ 7. Said corporation shall also possess the general powers and be subject to the restrictions and liabilities prescribed in chapter forty of the laws of eighteen hundred and forty-eight, and of the acts extending and amending the same.

§ 8. This act shall take effect immediately.

Chapter 83.

AN ACT to incorporate the Niagara River Hydraulic Tunnel, Power and Sewer Company of Niagara Falls, New York.

PASSED March 31, 1886; three-fifths being present

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Liability for debt to Laborers, etc,

§ 13. The stockholders of said company shall be jointly and severally individually liable for all debts that may be due and owing to all their laborers, servants and apprentices for services performed for said company.

Chapter 88.

AN Act to amend section two of chapter four hundred and eighty-two of the laws of eighteen hundred and sixty-two, entitled "An Act to provide for the collection of demands against ships and vessels," and acts amendatory thereof.

PASSED April 2, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section two of chapter four hundred and eighty-two of the laws of eighteen hundred and sixty-two, entitled "An Act to provide for the collection of demands against ships and vessels," is hereby amended so as to read as follows:

Liens for Debt, When to Cease.—Specifications, How Filed.

§ 2. Such debt shall cease to be a lien at the expiration of twelve months after the said debt was contracted, unless at the time when the

said twelve months shall expire such ship or vessel shall be absent from the port at which such debt was contracted, in which case the said lien shall continue until the expiration of thirty days after such ship or vessel shall next return to said port, and in all cases such debt shall cease to be a lien upon such ship or vessel, unless the person having such lien shall, within thirty days after such debt is contracted, cause to be drawn up and filed specification of such lien, which may consist either of a bill of particulars of the demand or a copy of any written contract under which the work may be done, with a statement of the amount claimed to be due from such vessel, the correctness of which shall be sworn to by such person, his legal representative, agent or assigns.

Repeal.

§ 2. All acts or parts of acts inconsistent with this act are hereby repealed.

§ 3. This act shall take effect immediately.

Chapter 106.

AN ACT to incorporate the Lockport Water Supply Company.

PASSED April 8, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Liability for Laborers' Wages.

§ 6. The stockholders of said company shall be jointly and severally individually liable for all debts that may be due and owing to all their laborers, servants and apprentices for services performed for such company.

Chapter 151.

AN ACT to regulate the hours of labor in the street surface and elevated railroads chartered by the State, in cities of over five hundred thousand inhabitants.

PASSED April 17, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Twelve hours' labor in twenty-four, with reasonable time for meals, shall constitute a day's labor in the operation of all street surface and elevated railroads owned or operated by corporations incorporated under the laws of this State, whose main line of travel or whose routes lie principally within the corporate limits of cities of

more than five hundred thousand inhabitants, whatever motive power may be used in the operation of such railroads.

§ 2. It shall be a misdemeanor for any officer or agent of any such corporation to exact from any of its employees more than twelve consecutive hours' labor in the twenty-four, with one-half hour for dinner constituting a day; provided, however, that in cases of accident or unavoidable delay, extra labor may be permitted for extra compensation.

§ 3. This act shall not affect contracts now in force, nor apply to existing corporations whose charters are not subject to alteration, modification or repeal.

§ 4. This act shall take effect immediately.

Chapter 205.

AN ACT to amend chapter three hundred and fifty-six of the laws of eighteen hundred and eighty-three, entitled "An Act to provide for the establishment of a bureau of labor statistics."

PASSED April 24, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section three of chapter three hundred and fifty-six of the laws of eighteen hundred and eighty-three, entitled "An Act to provide for the establishment of a bureau of labor statistics," is hereby amended so as to read as follows:

Commissioner of Bureau of Labor Statistics, His Power to Send for Persons and Papers, etc.—Commissioner may Inspect Mines, Manufactories, etc.—Willful Refusal to Furnish Statistics, etc., how Punished.—Proviso as to Private Affairs.

§ 3. Said Commissioner shall also have power to send for persons and papers, to examine witnesses under oath, to take depositions, to cause them to be taken by others by law authorized to take depositions; and said commissioner may depute any uninterested person to serve subpoenas upon witnesses who shall be summoned in the same manner and paid the same fees as witnesses before a county court; and any person or owner, operator, manager or lessee of any mine, factory, workshop, warehouse, elevator, foundry, machine shop, or other manufacturing establishment, or any agent or employee of such owner, operator, manager, or lessee, who shall refuse to said Commissioner admission therein for the purpose of inspection, or who shall, when requested by him, willfully neglect or refuse to furnish to him any statistical or other information relative to his lawful duties, which may be in their

possession or under their control, or who shall willfully neglect or refuse, for thirty days, to answer questions by circular or upon personal application, or who shall knowingly answer any such questions untruthfully, or who shall refuse to obey the subpoenas and give testimony according to the provisions of this act, provided that no witness shall against his will be compelled to answer any questions respecting his private affairs, shall for every such willful neglect or refusal be deemed guilty of a misdemeanor, and on conviction thereof, shall be punished by a fine of not less than fifty or more than two hundred dollars.

§ 2. This act shall take effect immediately.

Chapter 261.

AN ACT to protect life in the running of elevators which carry persons in the city of Brooklyn.

PASSED May 3, 1886; three-fifths being present; without the approval of the Governor.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Elevators, Inspection of.

SECTION 1. All elevators in the city of Brooklyn which are used in any building in said city for the carrying of persons from one floor to another floor shall be examined, at least once every three months, by an inspector who shall be detailed to make such examinations by the head of the department of buildings in said city.

Certificates of Inspection, How Posted—Carrying Capacity to be Stated.

§ 2. No elevator for the carrying of persons as aforesaid shall be run in the city of Brooklyn, without a certificate, which shall be renewed at least once every three months, being posted in a prominent place inside each and every such elevator, signed by an inspector of the department of buildings in the city of Brooklyn, and stating that the elevator has been examined and tested, and that it is safe for the carrying of persons; and in every instance the carrying capacity of each elevator shall be stated in such certificate.

Violation of this Act, How Punished.

§ 3. Any person violating the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by fine not exceeding fifty dollars for the first offense, and not exceeding one hundred dollars for each subsequent offense.

§ 4. This act shall take effect immediately.

Chapter 283.

AN ACT to amend chapter four hundred and sixty-six of the laws of eighteen hundred and seventy-seven, entitled "An Act in relation to assignments of the estates of debtors for the benefit of creditors," as amended by chapter three hundred and twenty-eight of the laws of eighteen hundred and eighty-four.

PASSED May 6, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section twenty-nine of chapter four hundred and sixty-six of the laws of eighteen hundred and seventy-seven, entitled "An act in relation to assignments of the estates of debtors for the benefit of creditors," as amended by chapter three hundred and twenty-eight of the laws of eighteen hundred and eighty-four, is hereby amended so as to read as follows:

Preference to be Given to Employees, for Wages.

§ 29. In all distributions of assets under all assignments, made in pursuance of this act, the wages or salaries actually owing to the employees of the assignor or assignors at the time of the execution of the assignment shall be preferred before any other debt; and should the assets of the assignor or assignors not be sufficient to pay in full all the claims preferred, pursuant to this section, they shall be applied to the payment of the same pro rata to the amount of each such claim.

§ 2. This act shall take effect immediately.

Chapter 290.

AN ACT to amend chapter four hundred and fifty-seven of the laws of eighteen hundred and fifty-seven, entitled "An Act to incorporate the Industrial School of Rochester."

PASSED May 6, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section nine of chapter four hundred and fifty-seven of the laws of eighteen hundred and fifty-seven, entitled "An Act to incorporate the industrial school of Rochester," is hereby amended so as to read as follows:

*Directors of Industrial School, Authorized to Bind out Certain Children.—
Provisions of Indenture.*

§ 9. Whenever any child shall be surrendered to the charge and direction of the said corporation by any instrument in writing signed by a parent or guardian of such child, by a superintendent of the poor of the county of Monroe, or by the overseer of the poor of the city of Rochester, the said directors may in their discretion bind out such child to some suitable employment in the same manner as overseers of the poor are by law authorized to bind out poor and indigent children; but proper provisions shall in every such case be made and inserted in the indentures by which such child shall be bound to service, for securing an education proper and fitting for the condition and circumstances in life of such child.

§ 2. This act shall take effect immediately.

Chapter 332.

AN ACT to incorporate the Burnham Industrial Farm.

PASSED May 12, 1886; three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly,
do enact as follows:*

Corporators. — Corporate Name and Powers.

SECTION 1. Samuel D. Babcock, William A. Potter, Cornelius R. Agnew, William B. Sloane, Frederick G. Burnham, Charlton T. Lewis John E. Parsons, Thomas Denny, Lewis L. Delafield, Aria Huntington, Grace H. Dodge, and Catharine Van Rensselaer Townsend, and their successors, are hereby constituted a body corporate by the name of the ' Burnham Industrial Farm,' and by that name shall have power to take by gift, lease, purchase, devise or bequest real and personal property and hold the same for the proper uses and purposes of said corporation; provided that the annual income from such real estate shall not exceed fifty thousand dollars.

Objects.

§ 2. The objects of this corporation shall be to receive and take charge of such boys as may legally come into its custody and care, and to provide for their support, education and training.

Board of Directors.— Classification Thereof.

§ 3. The property and concerns of the corporation shall be managed by a board of twelve directors, who shall receive no compensation; and the twelve persons named in section first of this

act shall be the first board of directors, and shall by lot or otherwise distribute themselves into three classes of four each; the first class shall hold office until May the first, eighteen hundred and eighty-seven; the second class until May the first, eighteen hundred and eighty-eight; and the third class until May the first, eighteen hundred and eighty-nine; and each class shall hold office until their successors are elected.

Election for Trustees.—Vacancies, how Filled.

§ 4. On the first day of May, eighteen hundred and eighty-seven, and on the same day in each year thereafter, four directors shall be elected by the corporation in such manner and place as the by-laws shall direct, but if no election be held on any such day the election may be held on any subsequent day, and any vacancies occurring otherwise than by the expiration of a regular term may be filled for the balance of such term in accordance with the by-laws of this corporation and by the votes of a majority of the directors then in office.

Business Quorum.—Executive Committee.

§ 5. Five members of the board shall be a quorum, and the board may delegate its powers, during the interval between its meetings to an executive committee of its own members, whose minutes shall be kept as provided by the by-laws, and shall be reported for approval to all stated meetings of the board; but no purchase or conveyance of real estate shall be made unless by the concurrence of a majority of the whole board.

Custody of Boys, How Acquired.—Notice to Corporations.

§ 6. The corporation shall be deemed to have acquired lawful care and custody of any boy between the ages of seven and sixteen years who shall have been surrendered to it by his parent or guardian; provided that such surrender is evidenced by a writing executed by such parent or guardian, setting forth the name and age of the boy, the date of surrender; and the term for which such surrender is made, and expressly vesting in the corporation all the powers and control over the boy of which such parent or guardian was possessed, provided that no such surrender shall be made except upon thirty days' previous notice of the intention to make such surrender in writing, by the parent or guardian of the child to the said corporation or its agents.

Commitments of Boys by Magistrates to Care of Corporation.—Effect of Commitments.

§ 7. Any justice of the peace, police justice, or other committing magistrate or officer, is hereby authorized to commit to this corporation, with its consent, any boys between the ages of seven and sixteen years, deserting their homes without good or sufficient cause, or keeping company with dissolute or vicious persons against the lawful commands of their fathers, mothers, guardians, or other persons standing in the place of a parent; or any such boys found wandering in the streets or lanes of any city or village, or in the highways of any town without guardianship, and practicing dissolute or vicious habits. Such commitment to said corporation shall be to the custody and control thereof until such boys are discharged therefrom by operation of law or by the said corporation; but such boys shall not in any event be detained by said corporation after they arrive at the age of twenty one years.

Truant Homes, etc., Transfer of Certain Boys, by.—Conditions.

§ 8. The corporate authorities of any truant school, or charitable institution now or hereafter having the lawful custody and care of any boy not less than seven years of age, and not awaiting trial nor under sentence for a term of years for crime, may, with the consent of this corporation, transfer and assign such custody and care to this corporation upon such terms as the directors of such institution and this corporation may agree upon, but such transfer and assignment shall only be upon the approval thereof by a judge of a court of record in the city or county in which any such school or institution is situated.

Power of Corporation as to Boys in its Care.—Corporation to Act as Guardian and Enforce Terms of Indenture.—Semi-annual Reports.

§ 9. This corporation shall have the custody and control of all boys surrendered, committed or transferred to it under sections six, seven and eight of this act, and shall have authority by its officers or agents to restrain and direct them, to assign them to suitable employments, to determine their hours of labor, study and rest, to care for their sustenance and health, and to instruct them in useful knowledge, and shall have power to place such boys in suitable homes where they may be adopted into families or taken on trial for a limited time; and may at its discretion bind out such boys as apprentices or servants during their minority or for any shorter time upon such terms and conditions as are now or hereafter shall be prescribed by law. And this corporation may with the consent of any other charitable corporation author-

ized by law to take the custody and control of orphan, vagrant, destitute, abandoned or disorderly boys, transfer to such other corporation the custody and control of any boy whenever such transfer is deemed by this corporation to be necessary and proper, for the welfare of such boy or for the discipline or protection of other boys in its charge, provided that there be first obtained from a judge of a court of record in the county where this corporation shall have its principal buildings, an order of approval of such transfer. This corporation shall be and remain the guardian of every boy bound by it to service, shall take care that the contract be fulfilled and that any grievance be redressed as prescribed by law, and shall require, by the terms of every such indenture, a report from the master to whom such boy is bound, or his assignee, at least once in every six months, upon the occupation, health and conduct of the boy so bound.

Ages of Boys, How Deemed and Established.

§ 10. In all cases under this act where boys shall come under the care, custody or control of this corporation, the age of such boys shall, so far as this corporation is concerned, be prima facie deemed and taken to be correct as stated in the written surrender of the parent or guardian, or the order of commitment by the committing magistrate or officer, or in the transfer by the authorities of any truant school or charitable institution; and in case of any omission to state the age of any boy in any of such cases, the directors of this corporation shall, as soon as may be after such boy shall be received by them, ascertain his age by the best means in their power and cause the same to be entered in a book to be designated by them for the purpose. And the age of such boy thus ascertained shall be prima facie deemed and taken to be the true age of such boy.

Annual Report to Legislature.

§ 11. The said corporation shall annually, on or before the fifteenth day of January, report to the legislature the number and names of the boys in its custody or under its guardianship, their age, residence, occupation, state of education, together with the changes in these particulars during the preceding year; the receipts and expenditures, and the financial condition of the corporation, and an account of its general operations.

Exemption from Taxation.

§ 12. So long as the property of this corporation shall be used for charitable purposes only, such property, both real and personal, shall be exempt from taxation.

General Powers and Liabilities.

§ 13. This corporation shall possess the general powers and be subject to the general restrictions and liabilities expressed in the third title of the eighteenth chapter of part first of the Revised Statutes.

§ 14. This act shall take effect immediately.

Chapter 333.

AN ACT to amend chapter two hundred and twenty-eight of the laws of eighteen hundred and seventy-seven, entitled "An Act to provide for the incorporation of exchanges or boards of trade."

PASSED May 12, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section one of chapter two hundred and twenty-eight of the laws of eighteen hundred and seventy-seven, entitled "An Act to provide for the incorporation of exchanges or boards of trade," is hereby amended so as to read as follows:

Boards of Trade and Builders' Exchanges, Corporations for.—Certificates of Incorporation, What to be Stated Therein.

§ 1. At any time hereafter any twelve or more persons who may desire to form a corporation commonly called board of trade or exchange, or a builders' exchange or association, for the purpose of fostering trade and commerce, and the interests of those whose business is the erection of buildings or the furnishing of materials used in the erection of buildings, to reform abuses in trade or business, to secure freedom from unjust or unlawful exactions, to diffuse accurate and reliable information among its members as to the standing of merchants and builders, and other matters to produce uniformity and certainty in the customs and usages of trade and commerce, and of those engaged in the business of erecting buildings or the furnishing of materials therefor, to settle differences between its members and to promote a more enlarged and friendly intercourse between merchants and business men, may make, sign and acknowledge before some officer competent to take the acknowledgment of deeds, and file in the clerk's office of the county where the principal office of such corporation is to be located, and a duplicate thereof in the office of the Secretary of State, a certificate in writing in which shall be stated the name of the corporation and the object for which it shall

be formed, the amount of its capital stock, if any, the number of shares of which said stock shall consist, the time of its existence **not** to exceed fifty years, the number of trustees, and their names, **who** shall manage the affairs of the corporation for the first year, and **the** name of the city or town and county in which the principal office of such corporation is to be located.

§ 2. This act shall take effect immediately.

Chapter 382.

AN ACT to limit the operation and effect of chapter three hundred and forty-two of the laws of eighteen hundred and eighty-five, entitled "An Act for the better security of mechanics, laborers and others who perform labor or furnish material for buildings and other improvements in the several cities and counties of this State, and to repeal certain acts and parts of acts."

PASSED May 14, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Chapter three hundred and forty-two of the laws of eighteen hundred and eighty-five, entitled "An Act for the better security of mechanics, laborers, and others who perform labor or furnish material for buildings and other improvements in the several cities and counties of this State, and to repeal certain acts and parts of acts," shall not impair the validity of, or affect, any notice of lien made and filed prior to the twenty-seventh day of June, eighteen hundred and eighty-five, if such notice was made and filed in accordance with any act or acts of the legislature which were in force at the time of the passage of the act herein before entitled, but such notice is and shall be held and regarded the same as if such prior act or acts were in force at the time such notice was filed, but shall be subordinate to liens notice of which were filed under said chapter three hundred and forty-two of the laws of eighteen **hundred** and eighty-five.

§ 2. This act shall take effect immediately.

Chapter 402.

AN Act to secure the registration of plumbers and the supervision of plumbing and draining in the city of Rochester.

PASSED May 17, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Registration of Plumbers with Board of Health.

SECTION 1. On or before the first day of June, eighteen hundred and eighty-six, every plumber carrying on his trade in the city of Rochester shall, under such rules and regulations as the board of health of said city of Rochester shall prescribe, register his name and address with the clerk of the board of health of said city; and after said date it shall not be lawful for any person to carry on the trade of plumber in said city unless his name is registered as above provided.

Registered List, How Published.

§ 2. A list of the registered plumbers in the city of Rochester shall be published in the newspaper designated by the common council to publish the official proceedings of the boards and departments of the city of Rochester, at least once in each year.

Drainage and Plumbing, How Executed.—Drawing and Descriptions to be Filed.

§ 3. The drainage and plumbing of all buildings, both public and private, erected in the city of Rochester, after the first day of June, eighteen hundred and eighty-six, shall be executed in accordance with plans previously approved, in writing, by the board of health of said city. Suitable drawings and descriptions of said plumbing and drainage shall, in each case, be submitted to the board of health of said city, and shall, by said board, be placed on file in its office; said board of health is also authorized to receive and place on file drawings and descriptions of the plumbing and drainage of buildings erected prior to the passage of this act in said city.

Courts May Restrain by Injunction Violations of Act.—Civil Actions, How Brought.—Duty of City Attorney.

§ 4. The supreme court of the State of New York, and county court of the county of Monroe, or any judge or justice thereof, shall have power at any time after the service of notice of violation of any of the provisions of this act, and upon affidavit of one of the members of the board of health of said city, to restrain by injunction order, the further progress of any violation named in this act, or any work upon or about

the building or premises upon which, or with reference to which, said violation exists. Any civil action which may be brought under the provisions of this act shall be brought in the name of the city of Rochester as plaintiff, and it shall be the duty of the city attorney of the city to commence and prosecute any such civil action upon being directed so to do by resolution of the board of health of said city.

Powers of City Board of Health as to Plumbers and Drainage.

§ 5. The board of health of the city of Rochester shall have power to adopt such rules and regulations for the registration of plumbers and drainage in the city of Rochester as such board shall deem proper, but said board shall not prohibit the use of any material for drainage which is considered suitable and proper for such purposes.

§ 6. Any person violating any of the provisions of this act shall be deemed guilty of a misdemeanor.

§ 7. This act shall take effect immediately.

Chapter 409.

AN ACT to regulate the employment of women and children in manufacturing establishments, and to provide for the appointment of inspectors to enforce the same.

PASSED May 18, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Minors and Women, Hours of Employment.

SECTION 1. No minor under the age of eighteen years nor any woman under twenty-one years shall be employed at labor in any manufacturing establishment in this State for a longer period than sixty hours in any one week, unless for the purpose of making necessary repairs.

Children, Restrictions as to Employment of.—Registry and Certificate.

§ 2. No child under thirteen years of age shall be employed in any manufacturing establishment, and every child under sixteen years of age when so employed shall be recorded by name in a book kept for the purpose, and a certificate duly verified by its parent or guardian, or if the child shall have no parent or guardian, then by such child, stating age and place of birth of such child, shall be kept on file by the employer, which book and which certificate shall be produced by him or his agent at the requirement of the proper inspector.

Hours of Labor, how Posted.—List of Names of Children.

§ 3. Every person, firm or corporation employing women under twenty-one years, or minors under eighteen years of age, in any manufacturing establishment, shall post and keep posted in a conspicuous place in every room where such help is employed, a printed notice stating the number of hours per day for each day of the week required of such persons, and in every room where children under sixteen years of age are employed, a list of their names with their age.

Violations of Act, how Punished.

§ 4. Any person who knowingly violates or omits to comply with any of the foregoing provisions of this act, or who knowingly employs or suffers or permits any child to be employed in violation of its provisions, shall, on conviction, be punished by a fine of not less than fifty nor more than one hundred dollars, and in default of payment of such fine, by imprisonment for not less than thirty days nor more than ninety days.

Manufacturing Establishment Defined.

§ 5. No person or corporation employing less than five persons or children, excepting in any of the cities of this State, shall be deemed a manufacturing establishment within the meaning of this act.

Governor to Appoint Factory Inspector and Assistant.—Their Duties and Powers.

§ 6. The Governor shall, immediately after the passage of this act, appoint, with the advice and consent of the Senate, a factory inspector at a salary of two thousand dollars per year, and one assistant at a salary of fifteen hundred dollars per year, whose terms of office shall be three years. The said inspector and assistant shall be empowered to visit and inspect at all reasonable hours and as often as practicable, the factories, workshops and other establishments in the State where the manufacture of goods is carried on, and to report to the bureau of labor statistics of this State on or before the thirtieth day of November of each year. It shall also be the duties of said inspector to enforce the provisions of this act, and to prosecute all violations of the same before any magistrate or any court of competent jurisdiction in the State.

Expenses of Inspectors, how Paid.

§ 7. All necessary expenses incurred by said inspectors in the discharge of their duty shall be paid from the funds of the State upon the presentation of proper vouchers for the same, provided that not

more than twenty-five hundred dollars shall be expended by them therefor in any one year.

Repeal.

§ 8. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 9. This act shall take effect on and after the fourth day of July, eighteen hundred and eighty-six.

Chapter 410.

AN ACT to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a State board of arbitration.

PASSED May 18, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Arbitration of Labor Disputes.—Local Boards of Arbitrators, how Designated.

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful to submit the same, in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of five persons. When the employees concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person, as arbitrator, who shall be chairman of the board. In case the employees concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided. And in case the employees concerned in any grievance or dispute are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

Petition to County Judge for Order Establishing Arbitration.— Duty of County Judge.

§ 2. Any board selected as aforesaid may present a petition to the county judge of the county where such disputes may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration. Upon the presentation of said petition it shall be the duty of the said judge to make an order establishing said board of arbitration and referring the matter in dispute to it for decision and adjustment. The said petition and order, or a copy thereof, shall be filed in the office of the clerk of the county in which the said judge resides.

Consent to Act and Oath of Arbitrators.— Notice of Hearing Dispute.— Chairman may Issue Subpoenas, etc.— Powers and Rules of Local Boards.

§ 3. The arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to fully and impartially discharge his duties as such arbitrators, and such consent and oath shall be immediately filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, and to make and enforce such rules as may be necessary for the transaction of the business before the board, and shall hear and examine such evidence as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

Decision after Hearing.— How Filed.

§ 4. After the matter has been fully heard, the said board, or a majority of its members, shall within ten days render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decisions shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom as hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the State

Board of Arbitration hereinafter mentioned, together with the testimony taken before said board.

Powers of Local Arbitrators Extended to Similar Disputes.

§ 5. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

State Board of Arbitration and Term of Office.—How Selected.—Vacancies, how Filled.—Secretary of Board.—His Duties, and Powers.—Oaths of Office.—Office Room.

§ 6. Within three days after the passage of this act the Governor shall, with the advice and consent of the Senate, appoint a State Board of Arbitration to consist of three competent persons, each of whom shall hold his office for the term of one year. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for Governor of the State, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for the Governor of the State, and the other of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens by resignation or otherwise, he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said Board shall have a clerk or secretary, who shall be appointed by the board to serve one year, whose duty it shall be to keep a full and faithful record of the proceedings of the board and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of

the same. An office shall be set apart in the Capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

Appeals from Local Boards to State Board.—Hearing Thereon.—Decisions to be Final.—Quorum.—Investigations.

§ 7. An appeal may be taken from the decision of any local board of arbitration within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the decision of said board thereon shall be final and conclusive in the premises upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party. Any two of the arbitrators shall constitute a quorum for the transaction of business and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any one of their number if so directed. But the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

Fees of Witnesses.—Subpœnas, how Signed and Served.

§ 8. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same.

Report to Next Legislature.

§ 9. Said board shall make a report to the next Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the board, and such suggestions as to legislation that may seem to them conducive to harmonizing the relations of, and disputes between employers and the wage-earning masses, and the improvement of the present system of production.

Salary of Arbitrators and Secretary.

§ 10. Each arbitrator shall be entitled to an annual salary of three thousand dollars, payable in quarterly installments from the treasury of the State. The clerk or secretary shall receive an annual salary of two thousand dollars, payable in like manner.

Definition of Terms.

§ 11. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation" as fully as if each of the last-named terms was expressed in each place.

§ 12. This act shall take effect immediately.

Chapter 428.

AN ACT to provide for a course of free instruction in natural history, and making an appropriation for the support thereof.

PASSED May 20, 1886; three-fifths being present; without the approval of the Governor. Not returned by the Governor within ten days after it was presented to him, and became a law without his signature. (Art. IV, Sec. 9, Constitution of the State of New York.)

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Agreement with American Museum for Free Course of Instruction for Teachers.— Lectures at State Normal Schools, etc.

SECTION 1. The State Superintendent of Public Instruction is hereby authorized and empowered to make and enter into an agreement with the American Museum of Natural History in the city of New York, for a term not to exceed two years, to supply, furnish and maintain in connection with said museum a course of free instruction to be given and illustrated by the curators of said museum, on human and comparative anatomy, physiology, zoölogy, physical geography and such other subjects as the said Superintendent of Public Instruction may require, to the teachers of the common schools, the normal schools of the State, the normal college of the city of New York, and the training school for teachers in the city of Brooklyn, who may desire to avail themselves of the training and to provide for at least one lecture every year during the term of said agreement, to be delivered on one or more of said subjects at each of the several normal schools of the State, the normal college of the city of New York and the training school for teachers in the city of Brooklyn, and to supply to the said normal schools and said normal college and training school, and to the public schools of the city of New York and Brooklyn, and to any common school, on the application of its trustees, all such appliances, plates and apparatus as may be necessary for the proper presentation to their teachers and pupils of this instruction.

Instruction to Artisans, Mechanics, etc.

§ 2. The State Superintendent of Public Instruction is hereby authorized also to make and enter into a contract with said museum for repeating the aforesaid information to artisans, mechanics, and other citizens, when a lecture hall capable of seating at least one thousand persons, and other necessary rooms shall have been erected by said city as an extension of the building now in possession of said museum.

Appropriation.

§ 3. The sum of eighteen thousand dollars is hereby appropriated for the support and maintenance of said course of free instruction for the fiscal year beginning on the first day of October, eighteen hundred and eighty-six, and said sum of eighteen thousand dollars shall be appropriated annually for the support and maintenance of said course of free instruction during the term of said agreement.

§ 4. This act shall take effect immediately.

Chapter 432.

AN ACT to create a prison labor reform commission for the purpose of investigating how best to employ the convicts, confined in the several prisons, penitentiaries, and reformatories of this State other than by the contract system and what improvements in the commitment, custody and employment, management and discipline of convicts should be adopted, and to regulate the employment of convict labor in the said prisons, penitentiaries, and reformatories pending such investigation.

PASSED May 20, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Prison Labor Reform Commission, term of.

SECTION 1. Within five days after the passage of this act, the Governor, by and with the advice and consent of the Senate shall appoint three citizens of this State, commissioners, who shall be known and designated as the "Prison Labor Reform Commission" who shall hold office until the first day of June, eighteen hundred and eighty-seven.

Report to next Legislature.—What to Embrace.

§ 2. The said commission is hereby authorized and directed to investigate and report to the next legislature, either by bill or other-

wise on, or before the tenth day of February, eighteen hundred and eighty-seven, upon each of the following subjects to wit:

As to Employment of Convicts.

First.—The various systems of employing convicts, and especially the reformatory feature, which involves the convicts' best interest, and the self-sustaining principle of maintaining convicts without cost to the State.

Ibid.

Second.—The introduction of a system of employing convicts in the prisons, penitentiaries and reformatories other than the contract system, as it has heretofore obtained in said State, and upon what articles of manufacture prison labor can best be employed with a view of diminishing to the minimum the competition which now exists between prison labor and free labor.

Experiments in New Industries.

Third.—What experiments should be made in the employment of convicts upon any new industry, and in which of the prisons, penitentiaries or reformatories the same should be tested and under whose direction.

Graded System.

Fourth.—The best method by which can be established a graded system in the commitment, custody and employment of all convicts in this State, with a view of classifying and separating the depraved and vicious from those possessing a type of character susceptible of higher moral improvement.

Abuses, and New Methods.

Fifth.—What abuses, if any, obtain in the management and discipline of the convicts in the several prisons, penitentiaries and reformatories of this State, and what new method, change, modification or improvement should be adopted in this behalf.

*Power to Enter Prisons, etc., and to Send for Persons and Papers, etc.—
Salaries and Expenses of Commissioners.*

§ 3. The said commissioners, or any or either of them, shall have full power and authority to enter any of the prisons, penitentiaries or reformatories of this State at all times, and shall have power to examine witnesses, and to send for and examine books and papers; each of said commissioners shall receive the sum of three thousand dollars, payable quarterly; and the sum of fifteen thousand dollars is hereby appropriated, which shall cover all the expenses of the commission,

including the salary of said commissioners; and the Comptroller, on the warrant of said commission signed by a majority thereof, shall pay out of any moneys in the treasury not otherwise appropriated, such amounts not exceeding the sum of fifteen thousand dollars, for the purposes of said commission, as provided for in this act.

*Public Account System of Labor, in State Prisons, etc.—Unemployed
Convicts to Work on Piece-Price System.*

§ 4. Until the report of the commissioners, hereinbefore provided for, shall have been made to the Legislature, and until the first day of June eighteen hundred and eighty-seven, the system of labor in the State prisons, penitentiaries and reformatories of this State shall be the public account system (excepting existing contracts now in force); provided that whenever there shall be idle or unemployed convicts or inmates in any of said institutions whom, in the judgment of the superintendent, warden or manager thereof, it shall not be practicable for want of plant material or conveniences to so employ on public account, then the superintendent, warden or manager of each of said prisons, penitentiaries and reformatories may respectively employ with the approval of the Governor such idle convicts or inmates in the institution under his control on what is known as the piece-price system of labor.

§ 5. This act shall take effect immediately.

Chapter 535.

AN ACT to provide for the establishment of municipal lodging-houses in the city of New York.

PASSED June 2, 1886; three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly,
do enact as follows:*

Municipal Lodging-houses, Hiring of, Authorized.

SECTION 1. The commissioners of charities and correction of the city of New York are authorized, in a reasonable time after the passage of this act, to hire one or more buildings in said city with sufficient ground attached to each to be known as municipal lodging-houses, and used for purposes of this act, but no building shall be so hired until the leasing thereof shall have been authorized by the board of estimate and apportionment.

Purchase of Buildings, when Authorized.—How Paid.

§ 2. The said commissioners of charities and correction are also authorized to purchase and take title in the name of the mayor, aldermen and commonalty of the city of New York to buildings with sufficient grounds attached thereto in said city, to be used for the purposes of this act whenever authorized so to do by the board of estimate and apportionment. The Comptroller, when authorized by the board of estimate and apportionment, shall provide the money to pay the expense of each of said purchases by the issue of revenue bonds of said city, and an amount sufficient to cover such expense and to pay such bonds shall be included in the final estimate for the year in which any such purchase shall be made.

Rent, how Provided for.—Appropriation for Maintenance, Materials, etc.—Special Provisions as to 1836.

§ 3. The board of estimate and apportionment shall include in the final estimate for each year a sum sufficient to pay the rent of all premises rented as provided for in section one of this act. There shall also be included in the appropriation for the department of public charities and correction in the final estimate for each year such sum as the said board of estimate and apportionment may determine upon for the maintenance during such year of the said municipal lodging-houses, including repairs, furniture, supplies, raw material, implements of labor and salaries of those employed thereat. And for the year eighteen hundred and eighty-six the board of estimate and apportionment is authorized to appropriate such sum as may be necessary for the rental and maintenance of any such premises; and the amount so appropriated shall be included in the final estimate for said year.

Notice for Reception of Applicants.—Tickets of Admission, Issue of.—Regulations for Admission to Police Stations, etc.

§ 4. As soon as any such municipal lodging-house shall be prepared to receive applicants, it shall be the duty of the commissioners of charities and correction to inform the board of police commissioners of that fact, and to provide them with tickets of admission to such lodging-house for distribution to the precinct under their charge. After such notification is received, it shall be unlawful for any captain of precinct or other police official to shelter as a lodger in any police station, situated within the limits of one mile from such lodging-house any person other than women, children and aged or infirm men. And to all other applicants for shelter or lodging, it shall be the duty of said captain or other police officials to furnish tickets of admission to the nearest municipal lodging-house.

Regulations as to Shelter and Food, in Lodging-houses.—Performance of Labor in return for Food, etc.—Willful Violations of Act deemed Vagrancy.—How Punished.

§ 5. It shall be the duty of the commissioners of charities and correction, or of the superintendent or keeper of any municipal lodging-house acting under them, to provide for any applicants for shelter who, in their judgment, may properly be received, plain and wholesome food and a night's lodging free of charge, and also to cause said applicants to be bathed on admission and their clothing to be steamed or disinfected, provided that no person shall be received more than three times in any one month in the same lodging-house, and the said superintendent or keeper shall require all persons so applying to him for, and receiving from him food and lodging, or either, to perform a reasonable amount of labor in return for such food and lodging, and may detain any such person until the same is performed, but not beyond the hour of eleven in the forenoon of the day succeeding his application. And if any such person shall refuse or neglect to perform such labor suited to his age, strength and capacity, or shall willfully damage any of the property of the lodging-house, or shall willfully violate or refuse to comply with such rules and regulations as the commissioners of charities and correction may make for the government of such lodging-house, he shall be deemed a vagrant, and may be prosecuted and punished under the provisions of sections eight hundred and eighty-seven, eight hundred and eighty-eight, eight hundred and eighty-nine, eight hundred and ninety, eight hundred and ninety-one, eight hundred and ninety-two, eight hundred and ninety-three of the Code of Criminal Procedure.

Rules for Admission, Employment, etc.

§ 6. The commissioners of charities and correction may make suitable rules and regulations for admission to and for the government of any municipal lodging-house; they shall determine the kind and means of employment and labor to be exacted of the persons receiving food and lodging therein, and shall provide for their necessary superintendence and detention until such labor shall be performed. All revenue resulting from such labor shall be paid into the city treasury.

§ 7. This act shall take effect immediately.

Chapter 539.

AN ACT changing the name of "The Western House of Refuge for Juvenile Delinquents," otherwise called the "House of Refuge for Juvenile Delinquents in Western New York," to "The State Industrial School," and relating to discipline and instruction therein, and commitments thereto, and making an appropriation therefor.

PASSED June 2, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Corporate Name Changed.

SECTION 1. "The Western House of Refuge for Juvenile Delinquents" otherwise called the "House of Refuge for Juvenile Delinquents in Western New York," as the same was authorized to be established by chapter one hundred and forty-three of the laws of eighteen hundred and forty-six, shall hereafter be known and designated as "The State Industrial School."

Acts Made Applicable

§ 2. All acts or parts of acts relating to the "Western House of Refuge for Juvenile Delinquents" or the "House of Refuge for Juvenile Delinquents in Western New York" not inconsistent with this act are hereby made applicable to the State Industrial School.

Ibid.—Effect of Change in Name.

§ 3. It shall be lawful for the board of managers of the State Industrial School to receive into said school all children who have heretofore been, or who may hereafter be, sentenced to the "Western House of Refuge for Juvenile Delinquents" or to the House of Refuge for Juvenile Delinquents in Western New York, or to the State Industrial School, and to retain the same, subject to the rules and regulations of said institution, and said board of managers shall have the right, and it shall be their duty to receive and detain all such persons committed to their custody, and such right and duty shall not be affected, prejudiced or impaired by reason of, or in consequence of, any technical defect or clerical error in the warrant of commitment.

Regulations as to Military Drill.

§ 4. The superintendent of the State Industrial School, with the approval of the board of managers thereof, is hereby authorized, in his discretion, to institute and establish a system of rules and regulations for uniforming, equipping, officering, disciplining and drilling in

military art the male inmates of said institution, and to exercise and drill such inmates according to the most approved tactics, such number of hours daily as he may deem advisable.

Appropriation.

§ 5. The sum of ten thousand dollars, or so much thereof, as may be necessary, is hereby appropriated out of any money in the treasury not otherwise appropriated, which the Treasurer shall pay, on the warrant of the Comptroller, to the order of the said board of managers, for the purpose of carrying into execution the provisions of section four of this act.

§ 6. This act shall take effect immediately.

Chapter 543.

AN ACT to amend chapter five hundred and ninety of the Laws of eighteen hundred and seventy-two, entitled "An act to regulate processions and parades in the cities of the State of New York."

PASSED June 2, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section two of chapter five hundred and ninety of the Laws of eighteen hundred and seventy-two, is hereby amended so as to read as follows:

Certain Processions or Parades Forbidden Except Upon Notice to Police, etc.; Police Authorities to Furnish Escort.

§ 2. All processions or parades occupying or marching upon any street of any city, to the exclusion or interruption of other citizens in their individual right and use thereof (excepting the national guard and the police and fire departments, and associations of veteran soldiers), are forbidden unless written notice of the object, time and route of such procession or parade be given by the chief officer thereof, not less than six hours previous to its forming or marching, to the police authorities of said city; and it may be lawful for said police authorities to designate to such procession or parade how much of the street in width it may occupy, with especial reference to crowded thoroughfares through which said procession may move; and, when so designated, the chief officer of said procession or parade shall be responsible that the designation is obeyed; and it shall be the duty of the police authorities to furnish such escort as may be necessary to protect persons and property and maintain the public peace and order.

Chapter 588.

AN ACT to provide for and define the public or legislative printing.

PASSED June 5, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows :

Annual Reports of State Officers and Boards, When to be Delivered to Contractor.— Printing and Delivery Thereof.— Journals and Bills, When to be Printed.

§ 10. All annual reports of State officers, and State boards, and of all State institutions, commissions, and of all societies and bodies which are now required by law to be made annually to the Legislature in January, shall hereafter be made on or before the first day of February in each year, and shall be placed in the hands of the printer by the fifteenth of December preceding; shall be printed before transmission or presentation, and the usual number thereof shall be delivered, as prescribed in section four of this act, on or before the first day of February in each year.

Chapter 624.

AN ACT to amend chapter eight hundred and sixty-three of the laws of eighteen hundred and seventy-three, entitled "An act to amend the charter of the city of Brooklyn and the various amendments thereof."

PASSED June 14, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section fifty of title eleven of chapter eight hundred and sixty-three of the laws of eighteen hundred and seventy-three, entitled "An act to amend the charter of the city of Brooklyn and the various amendments thereof," is hereby amended so as to read as follows:

Owners of Steam Boilers, etc.; to Report Location.— Inspection, by Whom and How Made.— Limit of Pressure.

§ 50. Every owner of a steam boiler or boilers, or steam generator or generators, in use in the city of Brooklyn shall, annually and at such times and in such manner and such form as may by rules and regulations be made therefor by the commissioner, report to the commissioner the locality of such steam boiler or boilers, or steam generator or generators; thereupon, or as soon thereafter as practicable, the commissioner shall cause to be inspected such steam boiler or boilers, or

steam generator or generators, and all apparatus and appliances connected therewith, but no person shall perform such duties unless he is a practical engineer, and the strength and security of each boiler shall be tested by hydrostatic pressure; and they shall limit the pressure of steam to be applied to or upon such boiler or steam generator, certifying each inspection and such limit of pressure to the owner of the boiler or steam generator inspected, and also to the engineer in charge of the same; and no greater amount of steam or pressure than that certified in the case of any boiler or steam generator shall be applied thereto. In limiting the amount of pressure, wherever the boiler or steam generator under test will bear the same, the limit desired by the owner of the boiler or steam generator shall be the one certified.

§ 2. Section fifty-two of title eleven of said chapter shall read as follows:

Application of Too Great Pressure a Misdemeanor.—Proceeding in Case of Omission to Report for Inspection. — Boiler Inspectors, Appointment of.

§ 52. Any person applying, or causing to be applied, to any steam boiler a higher pressure of steam than that limited for the same in accordance with the provisions of this act, shall be guilty of a misdemeanor, and whenever any owner of any steam boiler, in the city of Brooklyn, shall fail or omit to have the same reported for inspection, as provided for by this act, such boiler may be taken under the control of the commissioner, and all persons prevented from using the same until it can be satisfactorily tested as herein provided for; and the owner shall, in such case, be charged with the expense of so testing it. For the purpose of carrying out the provisions of the last three sections, the commissioner shall appoint not to exceed six boiler inspectors, who shall be skilled machinists, who with the present boiler inspectors shall possess the same powers and privileges as members of the police force.

Heating Generators Excepted.

§ 53. The provisions of this act shall not apply to any steam generator or generators used for heating purposes.

Chapter 643.

AN ACT to amend chapter four hundred and thirty-seven of the laws of eighteen hundred and eighty-five, entitled "An act to amend chapter one hundred and eighty of the laws of eighteen hundred and eighty-four, entitled 'An act to amend chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act, and to declare the special and local laws affecting public interests in the city of New York, and to provide a pension fund for the police department of New York city.'"

PASSED June 15, 1886; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section three hundred and eleven of chapter four hundred and thirty-seven of the laws of eighteen hundred and eighty-five, entitled "An act to amend chapter one hundred and eighty of the laws of eighteen hundred and eighty-four, entitled 'An act to amend chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act, and to declare the special and local laws affecting public interests in the city of New York," and to provide a pension fund for the police department of New York city,'"

*Certificates of Qualification to Operate or Use Steam Boilers, How Issued.—
Revocation of Certificates Authorized.*

§ 311. It shall not be lawful for any person or persons to operate or use any steam boiler to generate steam, except for railway locomotive engines, and for heating purposes in private dwellings, and boilers carrying not over ten pounds of steam and not over ten horse power, or act as engineer for such purposes in the city of New York, without having a certificate of qualification therefor, from practical engineers detailed as such by the board of police, such certificate to be countersigned by the officer in command of the sanitary company of the police department of the city of New York, and to continue in force one year, unless sooner revoked or suspended. Such certificate may be revoked or suspended at any time by the board of police, upon the report of any two practical engineers, detailed as provided in this section, stating the grounds upon which such certificate should be revoked or suspended. Where such certificate shall have been revoked, as provided in this section, a like certificate shall not in any case be issued to

the same person within six months from the date of the revocation of the former certificate held by such person.

Repeal.

§ 2. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 3. This act shall take effect immediately.

LAWS OF 1887.

Chapter 63.

AN ACT to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Mediation and Arbitration.

PASSED March 10, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Arbitration of Labor Disputes.—Local Boards of Arbitration, How Designated.—Submission of Grievances, How Signed.

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same, in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of three persons. When the employes concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate one of said arbitrators, and the employer shall have power to designate one other of said arbitrators, and the said two arbitrators shall designate a third person, as arbitrator, who shall be chairman of the board. In case the employes concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate one arbitrator for said board, and said board shall be organized as hereinbefore provided. And in case the employes concerned in any grievance or dispute are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate one arbitrator for said board, and the said board shall be organized as hereinbefore provided. In all cases of arbitration the grievance or matter of dispute shall be succinctly and clearly stated in writing, signed by the parties to the arbitration or some duly authorized person on their behalf, and submitted to such board of arbitration.

Consent to Act, and Oath of Arbitrators.— Notice as to Hearing Dispute.— Powers of Chairman to Issue Subpœnas, etc.— Powers and Rules of Local Boards.

§ 2. Each arbitrator so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath may be filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its number to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpœnas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State. The board may make and enforce the rules for its government and the transaction of the business before it, and fix its sessions and adjournment, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

Decision after Hearing.— How Filed.

§ 3. After the matter has been fully heard, the said board, or a majority of its members, shall within ten days render a decision thereon in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decision shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom as is hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the State Board of Mediation and Arbitration, hereinafter mentioned, together with the testimony taken before said board.

Powers of Local Arbitrators, When to be Extended.

§ 4. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons, and in such case such persons may submit their differences to the said board, which shall have power to act, and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

State Board of Mediation and Arbitration, and Terms of Office.— How Selected.— Vacancies, How Filled.— Secretary of Board.— His Duties and Powers.— Oaths of Office.— Office of Board.

§ 5. Within three days after the passage of this act the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of three years, to commence immediately upon the expiration of the term of office of the members of the present State Board of Arbitration, created under chapter four hundred and ten of the laws of one thousand eight hundred and eighty-six. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for Governor of this State, and the other of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens by resignation or otherwise, he shall in the same manner appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said board shall have a clerk or secretary who shall be appointed by the board to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power under direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

Appeals from Local Boards to State Board.— Hearing Thereon.— Decision to be Final.— Quorum.— Investigations.

§ 6. An appeal may be taken from the decision of any local board of arbitration within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Mediation and

Arbitration, to hear and consider appeals from the decisions of local boards, and promptly to proceed to the investigation of such cases, and the decision of said board thereon shall be final and conclusive in the premises upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party.

Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any one of their number, if so directed. But the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

Submission of Labor Disputes Directly to State Board.—Submission of Grievances to be in Writing.—Agreement as to Work Pending Decision.—Investigation, How Conducted.

§ 7. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same, directly to said State board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lock-out or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof, in this State.

Decision, When and How Filed.—How served.

§ 8. After the matter has been fully heard, the said board, or a majority of its members, shall within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details

as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Board to Offer Mediation in Cases of Strikes, etc.—May Institute Investigations.

§ 9. Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put themselves in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and if in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act.

Fees of Witnesses.—Subpœnas, How Signed and Served.

§ 10. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board, and may be served by any person of full age authorized by the board to serve the same.

Annual Report to Legislature.

§ 11. Said board shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations, as will disclose the actual working of the board, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between employers and the wage-earning masses, and the improvement of the present system of production.

Annual Salaries.

§ 12. Each arbitrator shall be entitled to an annual salary of three thousand dollars, payable in quarterly installments from the treasury of the State. The clerk or secretary shall receive an annual salary of two thousand dollars, payable in like manner.

Definition of Terms.

§ 13. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association,"

"company," or "corporation," as fully as if each of the last named terms was expressed in each place.

§ 14. This act shall take effect immediately.

Chapter 84.

AN ACT to amend chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York," in relation to the powers, duties and health fund of the board of health, and of the health department of the city of New York, and for the preservation of the public health.

PASSED March 25, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly do enact as follows:

SECTION 1. Section two hundred and ninety-six of chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York," in relation to the powers, duties, and health fund of the board of health, and of the health department of the city of New York, and for the preservation of the public health, is hereby amended so as to read as follows:

Jurisdiction of City Board of Health.—Annual Report to Mayor.—Mayor and Certain other Officers to Annually make Recommendations.

§ 533. The authority, duty and powers of the board of health shall extend over the waters of the bay, up to and within the quarantine limits as established by law, but shall not be held to interfere with the powers and duties of the commissioners of quarantine or health officer of the port. It shall be the duty of the board of health to make an annual report to the mayor of the city of New York of all the operations of the said board for the previous year. The mayor may at any time call for a more full report, or for a report upon any portion of the work of said board whenever he may deem it to be for the public good so to do. The mayor and one commissioner from the department of health, the commissioner of the department of public works, one delegate from the bureau of inspection of buildings, and the commissioner of the department of street cleaning, shall meet annually, between the fifteenth day of November and the thirtieth day of December, for the

purpose of considering the subject of tenement and lodging-houses in the city, and shall make such recommendations of improvement in the laws affecting tenement and lodging-houses as they may deem to be for the good of the people of the city; they shall cause such recommendations to be sent to the Governor of the State, and to the Senate and Assembly annually on or before the fifteenth day of January; they shall also consider the subject of the execution of said laws and shall recommend to the board of health such changes in the same as they may deem to be for the good of the people of the city.

§ 3. Section five hundred and eighty-five of said act is hereby amended so as to read as follows:

Publication, as to Births, Deaths, Marriages, etc.—Semi-annual Reports as to Tenement-Houses.

§ 585. Said board may establish reasonable regulations as to the publicity of its records and proceedings; and may publish such information as may, in its opinion be useful, concerning births, deaths, marriages, sickness, and the general sanitary condition of said city, or any matter, place or thing therein. Said board shall prepare and keep the statistics of tenements and lodging-houses, and make semi-annual reports upon the same to the board of health, which shall transmit such statistics to the State Board of Health.

§ 4. Section five hundred and eighty-eight of said act is hereby amended so as to read as follows:

Sanitary Inspectors, How Appointed.—Qualifications for Appointment.—Semi-weekly Reports of Inspectors.

§ 588. Said board may appoint and commission such number of "sanitary inspectors" as the board may deem needful, not exceeding twenty-five, and from time to time prescribe the duties and salaries of each of said inspectors, and the place of their performance (and of all other persons exercising any authority under said board, except as herein specially provided); but at least twenty of such inspectors shall be physicians of skill and of practical professional experience in said city, and the residue thereof shall be selected with reference to their practical knowledge of scientific or sanitary matters, which may especially qualify them for such inspectors.

Each of such inspectors shall, twice in each week, make a written report to said board, stating what duties he has performed, and where he has performed them, and also such facts as have come to his knowledge connected with the purposes of this chapter as are by him deemed worthy the attention of said board, or as its regulations may

require of him; and such and the other reports herein elsewhere mentioned shall be preserved among the records of said board.

§ 5. Section six hundred and forty-nine of said act is hereby amended so as to read as follows:

Requirements as to Houses Leased for Tenement Purposes.

§ 649. No house, building or portion thereof, in the city of New York, shall be used, occupied, leased or rented for a tenement or lodging-house, unless the same conforms in its construction and appurtenances to the requirements of this title; and if occupied by more than one family on a floor, and if the halls do not open directly to the external air, with suitable windows, without a room or other obstruction at the end, it shall not be used, occupied, leased or rented, unless sufficient light and ventilation is otherwise provided for in said halls.

§ 6. Section six hundred and fifty-three of said act is hereby amended so as to read as follows:

Tenement and Lodging-Houses.—How to be Equipped.—Provisions as to Water-Closets, Sinks and Sewers.—Plumbing and Drainage.—How Approved.—Precautionary Health Measures.—Deposits of Certain Filth Prohibited.—Permits for Cess-pools, etc., Required.—How Constructed.—Connections of Areas with Sewers.—Grading of Yards and Areas.—Provisions as to Privy Vaults.—How Enforced.

§ 653. Every tenement and lodging-house, or building, shall be provided with as many good and sufficient water-closets, improved privy sinks, or other similar receptacles as the board of health shall require, but in no case shall there be less than one for every fifteen occupants in lodging-houses, and not less than one for every two families in dwelling-houses. The water-closets, sinks and receptacles shall have proper doors, soil pipes and traps, all of which shall be properly ventilated to prevent the escape of deleterious gas and odors, soil-pans, cisterns, pumps and other suitable works and fixtures, necessary to insure the efficient operation, cleansing and flushing thereof. Every tenement and lodging-house situated upon a lot on a street or avenue in which there is a sewer shall have a separate and proper connection with the sewer; and the water-closets, sinks and other receptacles shall be properly connected with the sewer by proper pipes, made thoroughly air-tight. Such sewer connection and all the drainage and plumbing work, water-closets, sinks and receptacles, in and for every tenement and lodging-house, shall be of the form, construction, arrangement, location, materials, workmanship and description to be approved, or such as may be required by the

board of health of the health department of the city of New York. Every owner, lessee and occupant shall take adequate measures to prevent improper substances from entering such water-closets, or sinks or their connections, and to secure the prompt removal of any improper substances that may enter them, so that no accumulation shall take place, and so as to prevent any exhalations therefrom offensive, dangerous and prejudicial to life or health, and so as to prevent the same from being or becoming obstructed. Every person who shall place filth urine or fecal matter in any place in a tenement-house other than that provided for the same, and every person who shall keep filth urine or fecal matter in his apartment or upon his premises such length of time as to create a nuisance shall be guilty of a misdemeanor; no privy vault or cess-pool shall be allowed in or under or connected with any such house except when it is unavoidable, and a permit therefor shall have been granted by the board of health, and in such case it shall be constructed in such situation and in such manner as the board of health may direct. It shall in all cases be water-tight and arched or securely covered over, and no offensive smell or gases shall be allowed to escape therefrom, or from any closet, sink or privy. In all cases where a sewer exists in the street or avenue upon which the house or building stands, the yard or area shall be connected with the sewer, that all water from the roof or otherwise, and all liquid filth shall pass freely into the sewer. Where there is no sewer in the street or avenue, or adjacent thereto, to which connection can be made, the yard and area shall be so graded that all water from the roof or otherwise, and all filth shall flow freely therefrom into the street gutter, by a passage beneath the side-walk, which passage shall be covered by a permanent cover, but so arranged as to permit access to remove obstructions or impurities. It shall be the duty of the board of health to enforce the provisions of this section in regard to privy vaults as soon as practicable, but said board shall permit no privy vault to remain connected with a tenement-house later than January 1, 1887, (so in original) except in the cases especially named in this section.

§ 7. Section six hundred and thirty-seven of said act is hereby amended so as to read as follows:—

Tenement-Houses, How Kept Clean.—Duties of Owners and Lessees.—Walls to be White-washed.—Owners, etc., of Tenements to File Description of Property.—Orders of Board of Health, How Posted and Served.

§ 657. Every tenement or lodging-house, and every part thereof shall be kept clean and free from any accumulation of dirt, filth,

garbage or other matter in or on the same, or in the yard, court, passage area or alley connected with it or belonging to the same. The owner or keeper of any lodging-house, and the owner or lessee of any tenement-house or part thereof, shall thoroughly cleanse all the rooms, passages, stairs, floors, windows, doors, walls, ceilings, privies, cess-pools and drains of the house or part of the house of which he is the owner or lessee, to the satisfaction of the board of health, so often as he shall be required by or in accordance with any regulation or ordinance of said board, and shall well and sufficiently, to the satisfaction of the said board, white-wash the walls and ceilings thereof twice at least in every year, in the months of April and October, unless the said board shall otherwise direct. Every owner of a tenement or lodging-house, and every person having control of a tenement or lodging-house, shall file in the department of health a notice containing his name and address, and also a description of the property by street number, or otherwise, as the case may be, in such manner as will enable the board of health easily to find the same; and also the number of apartments in each house, the number of rooms in each apartment, the number of families occupying each apartment, and the trades and occupations carried on therein. Every person claiming to have an interest in any tenement or lodging-house may file his name and address in the department of health. All notices and orders of the board of health required by law to be served in relation to a tenement or lodging-house shall be served by posting in some conspicuous place in the house, a copy of the notice or order, five days before the time for doing the thing in relation to which said notice or order was issued. The posting of the copy of an order or notice, in accordance with this section, shall be sufficient service upon the owner of the property affected. It shall be the duty of the board of health to cause a copy of every such notice or order to be mailed, on the same day that it is posted in the house, addressed to the name and address of each person who has filed with the department of health the notice provided for in this section.

§ 8. Section six hundred and fifty-eight of said act is hereby amended so as to read as follows:

Semi-annual Inspections by Board of Health.—Free Access to be Given Therefor.—Report to Health Board as to Certain Sick Persons.—Inspection to be Made Thereupon.—Fumigation, etc.

§ 658. It shall be the duty of the board of health to cause a careful inspection to be made of every tenement and lodging-house at least twice in each year. And whenever the board of health has made

any order concerning a tenement or lodging-house, it shall cause a reinspection to be made of the same within six days after it has been informed that the order has been obeyed. The keeper of any lodging-house, and the owner, agent of the owner, lessee and occupant of any tenement-house, and every other person having the care and management thereof, shall at all times when required by any officer of the board of health, or by any officer upon whom any duty is conferred by this title, give him free access to such house and to every part thereof. The owner or keeper of any lodging-house, and the owner, agent of the owner, and the lessee of any tenement-house, or part thereof, shall whenever any person in such house is sick of fever, or of any infectious, pestilential (so in the original) or contagious disease, and such sickness is known to such owner, keeper, agent or lessee give immediate notice thereof to the board of health, or to some officer of the same, and thereupon said board shall cause the same to be inspected, and may if found necessary, cause the same to be immediately cleansed or disinfected at the expense of the owner, in such manner as they may deem necessary and effectual, and they may also cause the blankets, bedding and bed-clothes used by any such sick person to be thoroughly cleansed, scoured and fumigated, or in extreme cases to be destroyed.

§ 9. Section six hundred and fifty-nine of said act is hereby amended so as to read as follows:

Sanitary Inspector may Report as to Buildings Unfit for Habitation.—
Order of Board to Vacate Same, Notice to Owners and Occupants, How Posted and Served.

§ 659. Whenever it shall be certified to the board of health of the health department of the city of New York by the sanitary superintendent, that any building or part thereof in the city of New York is infected with contagious disease, or by reason of want of repair has become dangerous, to life, or is unfit for human habitation because of defects in drainage, plumbing, ventilation or the construction of the same, or because of the existence of a nuisance on the premises and is likely to cause sickness among its occupants, the said board of health may issue an order requiring all persons therein to vacate such buildings or part thereof for the reasons to be stated as aforesaid. Said board shall cause said order to be affixed conspicuously in the building, or part thereof, and to be personally served on the owner, lessee, agent, occupant or any person having the charge or care thereof; if the owner, lessee or agent can not be found in the city of New York, or do not reside therein, or evade or resist service, then said order may be served by depositing a copy

thereof in the post-office in the city of New York, properly inclosed and addressed to such owner, lessee or agent at his last known place of business or residence, and prepaying the postage thereon; such building or part thereof shall, within ten days after said order shall have been posted and mailed as aforesaid, or within such shorter time not less than twenty-four hours, as in said order may be specified, be vacated, but said board whenever it shall become satisfied that the danger from said building or part thereof has ceased to exist, or that said building has been repaired so as to be habitable, may revoke said order.

§ 10. Section six hundred and sixty-one of said act is hereby amended so as to read as follows:

Spaces Between Tenement-Houses and Adjoining Buildings.—Spaces in Rear.—Dimensions of Building Lots for Tenement Purposes.—Injunctions May be Granted, to Restrain Erections in Violation Hereof.

§ 661. It shall not be lawful hereafter to erect for, or convert to the purposes of a tenement or lodging-house, a building on any lot where there is another building on the same lot, or to build or to erect any building on any lot whereon there is already a tenement or lodging-house, unless there is a clear open space exclusively belonging thereto, and extending upward from the ground of at least ten feet between said buildings if they are one story high above the level of the ground; if they are two stories high, the distance between them shall not be less than fifteen; if they are three stories high, the distance between them shall not be less than twenty feet; and if they are more than three stories high, the distance between them shall not be less than twenty-five feet; but when thorough ventilation of such open spaces can be otherwise secured, such distances may be lessened or modified in special cases by a permit from the board of health. At the rear of every building hereafter erected for or converted to the purposes of a tenement or lodging-house on any lot, there shall be and remain a clear open space of not less than ten feet between it and the rear line of the lot. No one continuous building shall be built for or converted to the purposes of a tenement or lodging-house in the city of New York, upon an ordinary city lot, and no existing tenement or lodging-house shall be enlarged or altered, or its lot be diminished so that it shall occupy more than sixty-five per centum of the said lot, and in the same proportion if the lot be greater or less in size than twenty-five feet by one hundred feet, but this provision shall not apply to corner lots, and may be modified in other special cases by a permit from the board of health. In case of any violation of the provisions of this section, or

of any failure to comply with or of any violation of the terms and conditions of the plan for such tenement or lodging-house approved by the said board of health, or of the conditions of the permit granted by the board of health for such house, or for the air, light and ventilation of the same, any court of record, or any judge or justice thereof shall have power at any time after service of notice of violation, or of non-compliance upon the owner, builder or other person superintending the building, or converting of any such house, upon proof by affidavit of any violation or non-compliance as aforesaid, or that a plan for light and ventilation of such house has not been approved by the board of health to restrain by injunction order, in an action by the health department the further progress of any violation as aforesaid; no undertaking shall be required as a condition of granting an injunction, or by reason thereof.

§ 11. Section six hundred and sixty-three of said act is hereby amended so as to read as follows:

Chimneys, Fire-grates, etc.—Supply of Croton Water.—Cellar Floors, How Covered.—Halls of Houses, How Constructed.

§ 663. Every such house erected after May fourteenth, eighteen hundred and sixty-seven, or converted, shall have adequate chimneys running through every floor, with an open fire-place or grate, or place for a stove, properly connected with one of said chimneys, for every family set of apartments. It shall have proper conveniences and receptacles for ashes and rubbish. It shall have croton or other water furnished in sufficient quantity at one or more places on each floor, occupied, or intended to be occupied, by one or more families; and all tenement-houses shall be provided with a like supply of water by the owners thereof whenever they shall be directed so to do by the board of health. But a failure in the general supply of water by the city authorities shall not be construed to be a failure on the part of such owner, provided that proper and suitable appliances to receive and distribute such water are placed in said houses. Provided that the board of health shall see to it that all tenement-houses are so supplied before January first, eighteen hundred and eighty-nine. Every tenement-house shall have the floor of the cellar made water-tight, and the ceiling plastered, and when the house is located over filled-in ground, or over marshy ground, or ground on which water lies, the cellar floor shall be covered so as to effectually prevent evaporation or dampness. It shall be the duty of the board of health (so in the original) that the cellars of all tenement-houses are so made or altered as to comply with this section, before January first, eighteen hundred and ninety. Every such house erected after May seventh,

eighteen hundred and eighty-seven, or converted, shall have the halls on each floor open directly to the external air, with suitable windows, and shall have no room or other obstruction at the end, unless sufficient light or ventilation is otherwise provided for in said halls in a manner approved by the board of health.

§ 12. Section six hundred and sixty four of said act is hereby amended so as to read as follows:

Overcrowding of Tenements Prohibited.— Number of Occupants May be Reduced.— Janitor, etc., When to be Provided.

§ 664. Whenever it shall be certified to the board of health by the sanitary superintendent that any tenement-house or room therein is so overcrowded that there shall be afforded less than six hundred cubic feet of air to each occupant of such building or room, the said board may, if it deem the same to be wise or necessary, issue an order requiring the number of occupants of such building or room to be reduced, so that the inmates thereof shall not exceed one person to each six hundred cubic feet of air space in such building or room. Whenever there shall be more than eight families living in any tenement-house, in which the owner thereof does not reside, there shall be a janitor, housekeeper or some other responsible person, who shall reside in the same house, and have charge of the same, if the board of health shall so require.

§ 13. Section six hundred and sixty-six of said act is hereby amended so as to read as follows:

"Tenement-house" Defined.— "Lodging-house" Defined.— "Cellar" Defined.

§ 666. A tenement-house within the meaning of this title shall be taken to mean and include every house, building, or portion thereof which is rented, leased, let or hired out to be occupied or is occupied as the home or residence of three families or more, living independently of each other, and doing their cooking upon the premises, or by more than two families upon any floor, so living and cooking, but having a common right in the halls, stairways, yards, water-closets or privies, or some of them. A lodging-house shall be taken to mean and include any house or building or portion thereof in which persons are harbored or received or lodged for hire for a single night or for less than a week at one time, or any part of which is let for any person to sleep in, for any term less than a week. A cellar shall be taken to mean and include every basement or lower story of any building or house of which one-half or more of the height from the floor to the ceiling is below the level of the street adjoining.

Repeal.

§ 14. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 15. This act shall take effect immediately.

Chapter 285.

AN ACT to amend chapter one hundred and seventy-five of the laws of eighteen hundred and eighty-three, entitled "An act to provide for the incorporation and regulation of coöperative or assessment life and casualty insurance associations and societies."

PASSED May 6, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section three of chapter one hundred and seventy-five of the laws of eighteen hundred and eighty-three, entitled "An act to provide for the incorporation and regulation of coöperative or assessment life and casualty insurance associations and societies," is hereby amended so as to read as follows:

Declaration and Statement for Formation of Coöperative Association, How Referred. - Attorney-General to Approve the Same.— Superintendent of Insurance to Record Declaration, Certificate and License.— Certified Copy and License, How Filed.— Conditions for Commencement of Business.

§ 3. Upon the filing, in the office of said superintendent, of the declaration required by the next preceding section, together with the sworn statement by three of said corporators, that at least two hundred persons eligible under the proposed laws of such corporation, association or society to membership therein, have in good faith, made application in writing for membership, the same shall be referred to and examined by the Attorney-General of the State, and if by him found conformable to the requirements of this act, and not inconsistent with the Constitution and laws of the United States and of this State, he shall certify accordingly and return the same with his certificate of such conformity to said superintendent, and thereupon said superintendent shall cause the said declaration, with the certificate of the Attorney-General, to be recorded in a book to be kept for that purpose, and shall deliver to such corporation, association or society a certified copy of the papers so filed and recorded in his office, and of the certificate of the said Attorney-General, together with the license of said superintendent to such corporation, association or society to en-

gage in the business proposed in said declaration, and upon such certified copy and license being filed in the office of the clerk of the county where the association is to be located, the said corporators, and those that may thereafter become associated with them or their successors, shall be constituted a body politic and corporate, and lawfully entitled to commence its business, when at least two hundred persons have subscribed in writing to be insured therein in the aggregate amount of at least four hundred thousand dollars, and have each paid in two per centum on the amount of insurance severally subscribed for, in cash, and the same has been deposited in bank to the credit of the mortuary fund, to be held in trust for the benefit of the beneficiaries, and the Superintendent of the Insurance Department shall have certified that it has complied with the provisions of this act and is authorized to transact business.

§ 2. Section twelve of said act is hereby amended so as to read as follows:

Reincorporation of Certain Existing Corporations.—Declaration to be Filed in Insurance Department.—Certificate of Attorney-General.—Duty of Superintendent of Insurance.—Copy and Certificate, How Filed.—Proviso.

§ 12. Any existing corporation, association or society transacting business of life or casualty insurance, or both, upon the coöperative or assessment plan, and incorporated under the laws of this State, may reincorporate, under the provisions of this act, under its existing corporate name (unless such name is the same as, or too closely resembles, the name of some other corporation organized under the laws of this State, and in such case a different name shall be adopted), by filing with said superintendent the declaration required by the second section of this act, signed and duly acknowledged by a majority of its board of directors, trustees or managers, together with a statement in like manner signed and acknowledged, that said corporation, association or society has accumulated a sum sufficient to pay the amount of its maximum certificate or policy, and that the same is deposited in bank or trust company, to be held and maintained for the payment of losses by death, sickness or other physical disability, and the certificate of conformity from the Attorney-General of the State, whereupon the said superintendent shall record and deliver to such corporation, association or society a certified copy of such declaration and such certificate, together with his license to transact business, and upon the same being filed in the office of the clerk of the county wherein the principal office for the transaction of its business is located, the same shall thereupon be deemed to be incorporated under the provisions of this act.

Provided, always, that nothing in this act contained shall be construed as requiring or making it obligatory upon any such existing corporation, association or society to reincorporate under the provisions of this act; and any such existing corporation, association or society, duly incorporated and organized under any other law of this State authorizing insurance business on the coöperative or assessment plan, as defined in section five or six of this act, may continue to exercise all such rights, powers and privileges not inconsistent with this act, pursuant to its articles of association or incorporation, the same as if reincorporated under this act.

§ 3. Section thirteen of said act is hereby amended so as to read as follows:

Corporations Subject to Inspection by Superintendent of Insurance.—Attorney-General, when to Apply for Order to Restrain.—Hearing Thereon.—Court may Appoint Receiver, etc.—Injunction may Issue.—Temporary Receiver.—Provisions of Code Relating to Corporations, How Applicable.

§ 13. All such corporations, associations and societies, together with their books, papers and vouchers, shall be subject to visitation and inspection by the Superintendent of the Insurance Department, or such person or persons as he may designate. When said superintendent, on investigation, shall be satisfied that any corporation organized under the laws of this State, doing business in this State, of the character defined in section five or six of this act, has exceeded its powers, failed to comply with any provision of law, or is conducting business fraudulently, he shall report the facts to the Attorney-General, who, if he shall be of the opinion that the facts require such action, must thereupon apply to the Supreme Court at a Special Term thereof, within the judicial district in which the principal place of business of such corporation, association or society within this State is located, for an order requiring the officers of such corporation, association or society to show cause, at a reasonable time and place within such district, why such corporation, association or society should not be restrained from continuing to transact business, with power to the said court to adjourn the hearing thereof, from time to time, not exceeding, however, sixty days in the aggregate. Such corporations, associations or societies shall be entitled to be heard, and to a trial by jury of the facts stated in said report, if the same shall be traversed, and to examine papers and witnesses under oath in the usual mode of trials of action; and in case the facts thus reported shall be duly established by the finding or verdict of the jury, the court may thereupon make its order or decree closing the business of the corporation, association or society, and appointing a receiver or

trustee for the distribution of its assets among its members, certificate holders, policy holders and creditors, or may make such other order as the interests of the corporation and the public may require. Pending the trial of the facts stated in said report, the court may, upon motion of the Attorney-General, grant an injunction order restraining the corporation and its trustees, directors, managers and other officers from collecting any debt or demand and from paying out, or in any way transferring or delivering to any person any money, property or effects of the corporation during the pendency of the proceedings so instituted as aforesaid, except by express permission of the court. The court may also, on motion of the Attorney-General, pending the trial aforesaid, appoint one or more temporary receivers of the property of the corporation, with all the powers of such receivers as defined by section seventeen hundred and eighty-eight of the Code of Civil Procedure. The provisions of title two, chapter fifteen of the Code of Civil Procedure shall apply, so far as applicable, to all corporations which have heretofore done or may hereafter transact the business defined in section five or six of this act; but no action shall be maintained to restrain or to dissolve any such corporation except by the Attorney-General, in the name and in behalf of the people.

§ 4. Section sixteen of said act is hereby amended by adding at the end thereof the following paragraph:

Transfer of Risks and Insurance, Provisions Governing.

No such corporation organized under the laws of this State, shall transfer its risks to, or reinsure them in any other corporation, unless the said contract of transfer or reinsurance is first submitted to and approved by a two-thirds vote of a meeting of the insured, called to consider the same, of which meeting a written or printed notice shall be mailed to each member, certificate holder or policy holder, at least thirty days before the day fixed for said meeting; and in case said transfer or reinsurance shall be approved, every member, certificate holder or policy holder of the said corporation, who shall file with the secretary thereof, within ten days after said meeting, written notice of his preference to be transferred to some other corporation than that named in the contract, shall be accorded all the rights and privileges, if any, in aid of such transfer as would have been accorded under the terms of said contract, had he been transferred to the corporation named therein.

§ 5. Section seventeen of said act is hereby amended by adding at the end thereof the following words:

Notice of Assessment, What to Contain.

And shall also state the amount paid on the last death claim paid; the name of the deceased member, and the maximum* face value of the certificate or policy, and if not paid in full, the reason therefor.

§ 6. Section twenty-one of said act is hereby amended by adding at the end thereof the following words:

Surplus or Reserved Fund, Dividends From.—Deposit in Insurance Department.

Nothing in this act shall prevent any corporation, association or society authorized to do business under this act, from paying out of the surplus accumulations or reserve fund, to its members, such ratable cash dividends or from crediting on assessments, such ratable sums as they are now or may hereafter become entitled to by the terms of their existing contracts, provided that such corporation, association or society shall first have deposited the sum of one hundred thousand dollars with the Insurance Department of the State and the superintendent has certified to the fact.

By-Laws, Amendment of.

§ 7. Existing corporations are hereby authorized to amend their by-laws at a special meeting to be called for this purpose at any time during the present calendar year, upon the notice required for an annual meeting.

§ 8. This act shall take effect immediately, excepting that the second section thereof shall not take effect until the first day of January, eighteen hundred and eighty-eight.

Chapter 288.

AN ACT to amend section six hundred and sixty-one of chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York," as amended by chapter eighty-four of the laws of eighteen hundred and eighty-seven.

PASSED May 6, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section six hundred and sixty-one of chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An

* So in original.

act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York," as amended by chapter eighty-four of the laws of eighteen hundred and eighty-seven, is hereby further amended so as to read as follows:

Spaces Between Tenement-houses and Adjoining Buildings.—Spaces in Rear.—Corner Lots, Permits as to.—Dimensions of Building Lots for Tenement Purposes.—Injunctions May Issue to Restrain Erections in violation hereof.

§ 661. It shall not be lawful hereafter to erect for, or convert to the purposes of a tenement or lodging-house, a building on any lot where there is another building on the same lot, or to build or to erect any building on any lot whereon there is already a tenement or lodging-house, unless there is a clear open space exclusively belonging thereto, and extending upward from the ground of at least ten feet between said buildings if they are one story high above the level of the ground; if they are two stories high, the distance between them shall not be less than fifteen; if they are three stories high, the distance between them shall not be less than twenty feet; and if they are more than three stories high, the distance between them shall not be less than twenty-five feet; but when thorough ventilation of such open spaces can be otherwise secured, such distances may be lessened or modified in special cases by a permit from the board of health. At the rear of every building hereafter erected for or converted to the purposes of a tenement or lodging-house on any lot, there shall be and remain a clear open space of not less than ten feet between it and the rear line of the lot, but this provision may be modified as to corner lots in special cases by a permit from the board of health. No one continuous building shall be built for or converted to the purposes of a tenement or lodging-house in the city of New York, upon an ordinary city lot, and no existing tenement or lodging-house shall be enlarged or altered, or its lot be diminished so that it shall occupy more than sixty-five per centum of the said lot, and in the same proportion if the lot be greater or less in size than twenty-five feet by one hundred feet; but this provision shall not apply to corner lots, and may be modified in other special cases by a permit from the board of health. In case of any violation of the provisions of this section, or of any failure to comply with or of any violation of the terms and conditions of the plan for such tenement or lodging-house approved by the said board of health, or of the conditions of the permit granted by the board of health for such house, or for the air, light and ventilation of the same, any court of record, or any judge or justice thereof shall have power, at any time

after service of notice of violation, or of non-compliance, upon the owner, builder or other person superintending the building or converting of any such house, upon proof by affidavit or any violation or non-compliance as aforesaid, or that a plan for light and ventilation of such house has not been approved by the board of health, to restrain by injunction order, in an action by the health department, of a further progress of any violation as aforesaid. No undertaking shall be required as a condition of granting an injunction, or by reason thereof.

§ 2. This act shall take effect immediately.

Chapter 289.

AN ACT to further amend chapter twenty-seven of the laws of eighteen hundred and seventy-five, entitled, as amended by chapter thirty of the laws of eighteen hundred and eighty-one, "An act to designate the holidays to be observed in the acceptance and payment of bills of exchange, bank checks and promissory notes, and relating to the closing of public offices."

PASSED May 6, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section one of chapter twenty-seven of the laws of eighteen hundred and seventy-five, entitled, as amended by chapter thirty of the laws of eighteen hundred and eighty-one, "An act to designate the holidays to be observed in the acceptance and payment of bills of exchange, bank checks and promissory notes, and relating to the closing of public offices," is hereby further amended so as to read as follows:

Public Holidays and Half-holidays.—Provisions Applicable to Acceptance and Payment of Notes, etc.—Provision as to Protest of Notes, etc.—No Business to be Transacted in Public, State or County Offices on Holidays or Half-holidays.

§ 1. The following days and half-days, namely: The first day of January, commonly called New Year's day; the twenty-second day of February, known as Washington's Birthday; the thirtieth day of May, known as Decoration Day; the fourth day of July, called Independence Day; the first Monday of September, to be known hereafter as Labor Day; the twenty-fifth day of December, known as Christmas Day; any general election day in this State; every Saturday from twelve o'clock at noon until twelve o'clock at midnight, which is hereby designated a

half-holiday; and any day appointed or recommended by the Governor of this State, or the President of the United States, as a day of thanksgiving, or fasting and prayer, or other religious observance, shall, for all purposes whatever as regards the presenting for payment or acceptance, and of the protesting and giving notice of the dishonor of bills of exchange, bank checks and promissory notes, made after the passage of this act, be treated and considered as the first day of the week commonly called Sunday, and as public holidays or half-holidays; and all such bills, checks and notes otherwise presentable for acceptance or payment on any of the said days shall be deemed to be payable and be presentable for acceptance or payment on the secular or business day next succeeding such holiday; but in the case of a half-holiday shall be presentable for acceptance or payment at or before twelve o'clock noon of that day. Provided, however, that for the purpose of protesting or otherwise holding liable any party to any bill of exchange, check or promissory note, and which shall not have been paid before twelve o'clock at noon on any Saturday, a demand of acceptance or payment thereof may be made and notice of protest or dishonor thereof may be given on the next succeeding secular or business day. And provided, further, that when any person shall receive for collection any check, bill of exchange or promissory note, due and presentable for acceptance or payment on any Saturday, such person shall not be deemed guilty of any neglect or omission of duty, nor incur any liability in not presenting for payment or acceptance, or collecting such check, bill of exchange or promissory note on that day. And provided, further, that in construing this section every Saturday, unless a whole holiday as aforesaid, shall until twelve o'clock noon be deemed a secular or business day. And the days and half days aforesaid shall be considered as the first day of the week, commonly called Sunday, and as public holidays or half-holidays, for all purposes whatsoever as regards the transaction of business in the public offices of this State, or counties of this State. On all other days, or half days, excepting Sundays, such offices shall be kept open for the transaction of business.

§ 2. Section two of said act is hereby amended so as to read a follows:

When Certain Holidays Fall Upon Sunday, the Day Following to be Observed—Provido as to Payment of Notes, etc.

§ 2. Whenever the first day of January, the twenty-second day of February, the thirtieth day of May, the fourth day of July or the twenty-fifth day of December shall fall upon Sunday, the Monday next following shall be deemed a public holiday for all or any of the pur-

poses aforesaid; provided, however, that in such case all bills of exchange, checks and promissory notes, made after the passage of this act which would otherwise be presentable for acceptance or payment on the said Monday, shall be deemed to be presentable for acceptance or payment on the secular or business day next succeeding such holiday.

§ 3. This act shall take effect on the tenth day after its passage as certified by the Secretary of State.

Chapter 313.

AN ACT to encourage the growth of free libraries, and free circulating libraries in the villages and smaller cities of the State.

PASSED May 13, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Certain Library Associations May Apply for Appropriation from Village or City.

SECTION 1. Any library association duly incorporated under the laws of this State, and located in any village or city of the State, having a population of not exceeding thirty thousand, which owns real estate of a value of at least four thousand dollars, or pays rent of at least three hundred dollars per annum in said village or city and also owns at least five thousand volumes and maintains the same as a free public library, or a free library for the free circulation of books among the inhabitants of said village or city, and which shall have actually circulated in the twelve months next preceding the date of the application herein authorized, at least fifteen thousand volumes, is hereby authorized to apply to the board of trustees, common council or other proper authority for the appropriation of a sum not exceeding one thousand dollars.

Ibid.

§ 2 Any such library association which shall have circulated in addition to the fifteen thousand volumes above specified, more than fifteen thousand volumes is hereby authorized to apply to the board of trustees, common council or proper authority, for a further appropriation of one thousand dollars for each fifteen thousand volumes so circulated in the twelve months next preceding the date of such application, over and above the fifteen thousand volumes above referred to.

"Circulation" Defined.

§ 3. The term "circulation" as used in this act, is hereby defined to mean the aggregate number of volumes actually withdrawn from the library or libraries of any said library association by the people of said village or city, for use in their homes or places of business.

Powers Conferred Upon Village and City Boards.

§ 4. The board of trustees of villages, the common council of cities of this State or other proper authorities of the same, are hereby authorized and empowered to make proper provision for the payments of the appropriation as herein provided for, and also to raise by tax, in the manner now provided by law, the amount of the appropriation herein provided for, in addition to the sum which they are now authorized to raise.

§ 5. This act shall take effect immediately.

Chapter 323.

AN ACT in relation to the labeling and marking of convict-made goods, wares and merchandise manufactured in States requiring the labeling and marking of such goods, wares and merchandise.

PASSED May 14, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Labels and Marks upon Certain Wares.

SECTION 1. All goods, wares and merchandise made by convict labor in any penitentiary, prison, reformatory or other establishment in which convict labor is employed in any State, except the State of New York, and imported, brought or introduced in the State of New York, shall before being exposed for sale be branded, labeled or marked as hereinafter provided, and shall not be exposed for sale in any place within this State without such brand, label or mark.

Label or Mark, What to Contain.— How Placed.

§ 2. The brand, label or mark hereby required shall contain, at the head or top thereof, the words "convict made," followed by the year and name of the penitentiary, prison, reformatory or other establishment in which it was made, in plain English lettering of the style and size known as grand* primer Roman condensed capitals. The brand or mark shall in all cases, where the nature of the article will permit,

*So in the original.

be placed upon the same, and only where such branding or marking is impossible, shall it be placed upon the box or other covering of the same or be attached to the article as a label. Said brand or mark shall be placed upon the most conspicuous part of the article or its covering, and said label, when used instead of a brand or mark, shall be attached in the most conspicuous place.

Penalty for Dealing in Certain Goods Not Branded, etc.

§ 3. It shall not be lawful for any person dealing in this State in any such convict-made goods, wares or merchandise, manufactured in any State, except the State of New York, to have the same in his possession for the purpose of sale, or to offer the same for sale, without the brand, mark or label required by this act or to remove or to deface such brand, mark or label. Any person offending against the provisions of this act shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine not exceeding ten hundred dollars or to be imprisoned for a term not exceeding twelve months or both, in the discretion of the court.

§ 4. This act shall take effect immediately.

Chapter 420.

AN ACT to amend chapter three hundred and forty-two of the laws of eighteen hundred and eighty-five, entitled "An act for the better security of mechanics, laborers and others who perform labor or furnish materials for buildings and other improvements in the several cities and counties in this State, and to repeal certain acts and parts of acts.

PASSED May 21, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section twenty of chapter three hundred and forty-two of the laws of eighteen hundred and eighty-five, entitled "An act for the better security of mechanics, laborers and others who perform labor, furnish materials for buildings and other improvements in the several cities and counties of this State, and to repeal certain acts and parts of acts," is hereby amended so as to read as follows:

Sub-contractors who Deemed.— Priority as to Liens.— Proviso.

§ 20. All firms, persons, corporations or associations entitled to liens, under the provisions of this act, except those who contracted with the owner, shall be deemed sub-contractors, and the court in the

judgment shall direct the amount due sub-contractors and workmen to be paid out of the proceeds of sales in their order of priority, as herein provided, before any part of such proceeds are paid to the contractors. In case of several buildings erected, altered or repaired under one contract, and of conflicting liens, each lienor shall have priority upon the particular building or premises where his labor is performed or his material used. Persons standing in equal degree, as co-laborers or various persons furnishing materials, shall have priority according to the date of filing their liens, provided, however, that in all cases workmen or laborers working for daily or weekly wages shall have preference over employers of labor, sub-contractors or contractors, without reference to the date when such workmen or laborers shall have filed their liens. Where several notices of liens are filed for the same demand, as in case of a contractor including claims for workmen to whom he is indebted, and the liens by the workmen, the judgment shall provide for the proper payment, in order of priority as herein provided, so that under the liens filed double payment shall not be required and no payment voluntarily made upon any claim which has been filed as a lien, shall impair the lien of any person except the lien of the person so paid, to the amount of such payment.

§ 2. This act shall take effect immediately.

Chapter 461.

AN ACT to fix the time of payment of certain commercial paper.

PASSED May 25, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. All bills of exchange and promissory notes made after the passage of this act, except those payable at sight or on demand, which shall be otherwise payable on any half-holiday Saturday, shall be deemed to be and shall be payable on the next succeeding secular or business day.

§ 2. All bills of exchange, checks and promissory notes, made after the passage of this act, which by the terms thereof shall be payable on the first day of the week, commonly called Sunday, shall be deemed to be and shall be payable on the next succeeding secular or business day.

§ 3. This act shall take effect immediately.

Chapter 462.

AN ACT to amend chapter four hundred and nine of the laws of eighteen hundred and eighty-six, entitled "An act to regulate the employment of women and children in manufacturing establishments, and to provide for the appointment of inspectors to enforce the same."

PASSED May 25, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Section two of chapter four hundred and nine of the laws of eighteen hundred and eighty-six, entitled "An act to regulate the employment of women and children in manufacturing establishments, and to provide for the appointment of inspectors to enforce the same," is hereby amended so as to read as follows:

Children.—Restrictions as to Employment of.—Registry of, and Affidavit of Parent as to Age of, etc.

§ 2. No child under thirteen years of age shall be employed in any manufacturing establishment within this State. It shall be the duty of every person so employing children to keep a register in which shall be recorded the name, birthplace, age and place of residence of every person so employed by him, under the age of sixteen years. And it shall be unlawful for any manufacturing establishment to hire or employ any child under the age of sixteen years, without there is first provided and placed on file an affidavit, made by the parent or guardian, stating the age, date and place of birth of said child; if said child have no parent or guardian, then such affidavit shall be made by the child; which affidavit shall be kept on file by the employer, and which said register and affidavit shall be produced for inspection on demand made by the inspector, assistant inspector or any of the deputies appointed under this act.

§ 2. Section eight of said act is hereby amended so as to read as follows:

Enclosure of Hoisting Shafts, etc., in Manufactories.—Elevator Ways, how Protected.

§ 8. It shall be the duty of the owner, agent or lessee of any manufacturing establishment where hoisting shafts or well-holes are used, to cause the same to be properly and substantially enclosed or secured, if in the opinion of the inspector it is necessary to protect the life or limbs of those employed in such establishments. It shall also be the duty of the owner, agent or lessee to provide or cause to be provided

such proper trap or automatic doors, so fastened in or at all elevator ways as to form a substantial surface when closed, and so constructed as to open by action of the elevator in its passage, either ascending or descending.

§ 3. Section nine of said act is hereby amended so as to read as follows:

Hand Rails for Stairs.—Steps, how Covered.—Doors to Open Outward.

§ 9. Proper and substantial hand rails shall be provided on all stairways in manufacturing establishments, and where, in the opinion of the inspector it is necessary, the steps of said stairs in all such establishments shall be substantially covered with rubber, securely fastened thereon, for the better safety of persons employed in said establishments. The stairs shall be properly screened at the sides and bottom, and all doors leading in or to such factory shall be so constructed as to open outwardly where practicable, and shall be neither locked, bolted nor fastened during working hours.

§ 4. The following sections shall be added to said chapter four hundred and nine of the laws of eighteen hundred and eighty-six, and numbered respectively as follows:

Fire Escapes and Stationary Ladders for Factories.

§ 10. Fire escapes shall be provided on the outside of all factories, three or more stories in height, connecting with each floor above the first, well fastened and secured and of sufficient strength. Stationary stairs or ladders shall be provided on the inside, from the upper story to the roof, as a means of escape in case of fire.

Automatic Pulley for Belt Shifters.—Restrictions as to Cleaning of Machinery in Motion.

§ 11. It shall be the duty of the owner of such factory or his agent, superintendent or other person in charge of the same, to furnish and supply, or cause to be furnished and supplied, in the discretion of the inspector, where machinery is in use, automatic shifters or other mechanical contrivances, for the purpose of throwing off or on, belts or pulleys; and no female under the age of twenty-one years, and no male under eighteen years of age shall be allowed to clean machinery while in motion. All gearing and belting shall be provided with proper safeguard.

Accidents in Factories, etc., How Reported.

§ 12. It shall be the duty of the agent, superintendent or other person having charge of a factory or workshop, or of any floor or part thereof, to report in writing to the factory inspector, all accidents

or injury done to any person employed in such factory, within forty-eight hours of the time of the accident, stating as fully as possible the extent and cause of such injury, and the place where the injured person has been sent.

Wash-room and Water-closets for Employés.

§ 13. A suitable and proper wash-room and water-closets shall be provided for females where employed, and the water-closets used by females shall be separate and apart from those used by males and shall be properly screened and ventilated, and at all times kept in a clean condition.

Noon-day Meal, Time Allowed for.—Special Permits.

§ 14. Not less than forty-five minutes shall be allowed for the noon-day meal, in any manufacturing establishment in this State. The factory inspector, his assistant or any of his deputies, shall have power to issue written permits in special cases, allowing a shorter meal time at noon, and such permit must be conspicuously posted in the main entrance of the establishment, and such permit may be revoked at any time the inspector deems necessary, and shall only be given where good cause can be shown.

Act, How Posted in Work-rooms, etc.—Repeal.

§ 21. A copy of this act shall be posted in each work-room of every manufacturing or mercantile house in this State, where persons are employed who are affected by the provisions of this act.

§ 22. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 5. This act shall take effect immediately.

Chapter 529.

AN ACT to regulate the hours of labor in the street surface and elevated railroads chartered by the State, in cities of one hundred thousand inhabitants and over.

PASSED June 6, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Hours of Day's Labor upon Railroads in Certain Cities.

SECTION 1. Ten hours' labor to be performed within twelve consecutive hours, with reasonable time for meals shall constitute a day's labor in the operation of all street surface and elevated railroads owned

or operated by corporations incorporated under the laws of this State whose main line of travel, or whose routes lie principally within the corporate limits of cities of more than one hundred thousand inhabitants, whatever motive power may be used in the operation of such railroads.

Violation Hereof a Misdemeanor.—Proviso.

§ 2. It shall be a misdemeanor for any officer or agent of any such corporation to exact from any of its employes more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than one-half hour for dinner, constituting a day; provided, however, that in cases of accident or unavoidable delay, extra labor may be permitted for extra compensation.

Act, how Applicable.

§ 3. This act shall not affect contracts now in force, nor apply to existing corporations whose charters are not subject to alteration, modification or appeal.

Repeal.

§ 4. All acts inconsistent with this act are hereby repealed.

§ 5. This act shall take effect immediately.

Chapter 532.

AN ACT for the moral protection of messenger boys.

PASSED June 6, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Disorderly-houses, Unlicensed Inns, etc., Communication With, by Messenger Boys Prohibited.

SECTION 1. It shall be unlawful for any corporation or person employing messenger boys knowingly to place or permit to remain in any disorderly-house, or in any unlicensed saloon, inn, tavern or other unlicensed place, where malt or spirituous liquors or wines are sold, any instrument or device by which communication may be had between said disorderly-house, saloon, inn, tavern, or other unlicensed place, and any office, or place of business of such corporation or person employing messenger boys.

Ibid, Telegrams Excepted.

§ 2. It shall be unlawful for any corporation or person employing messenger boys, to knowingly send or permit any person to send any

messenger boy to any disorderly-house, unlicensed saloon, inn, tavern, or other unlicensed place, where malt or spirituous liquors or wines are sold, on any errand or business whatever. This shall not apply to telegrams delivered at the door of any house.

A Misdemeanor.

§ 3. Any person who violates the provisions of this act shall be deemed guilty of a misdemeanor.

Penalty, How Recovered.

§ 4. Any person or corporation violating any of the provisions of this act shall also incur a penalty of fifty dollars, which may be recovered in an action to be brought in the name of the people by the district attorney of the county in which such violation occurs.

§ 5. This act shall take effect immediately.

Chapter 535.

AN ACT to amend section two hundred and sixty-nine of the Penal Code.

PASSED, June 6, 1887; three-fifths being present.

The People of the State of New York represented in Senate and Assembly, do enact as follows:

Sabbath Breaking, How Deemed and Punished.—Second Offense, How Punished.

SECTION 1. Section two hundred and sixty-nine of the Penal Code is hereby amended to read as follows:

§ 269. Sabbath breaking is a misdemeanor, punishable by a fine not less than five dollars and not more than ten dollars, or by imprisonment in a county jail not exceeding five days, or by both, but for a second or other offense, where the party shall have been previously convicted, it shall be punishable by a fine not less than ten dollars and not more than twenty dollars, and by imprisonment in a county jail not less than five nor more than twenty days.

§ 2. This act shall take effect on the first day of July next.

Chapter 540.

AN ACT to provide for the establishment of evening schools for free instruction in industrial drawing.

PASSED JUNE 7, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. The board of education or other body having supervision of the public schools in any city or union free school district in this State, is hereby authorized to establish and maintain evening schools for free instruction in industrial drawing, whenever the city authorities in any city, or the qualified electors duly convened in any union free school district shall so direct, and shall make provision for the maintenance of such schools. In addition to the powers now conferred by law upon the authorities of any city, or upon the electors of any union free school district in the State, such authorities and such electors shall also have power, whenever they shall think it advisable, to raise such moneys as shall be necessary to carry out the purposes of this act.

§ 2. This act shall take effect immediately.

Chapter 556.

AN ACT providing for the formation of coöperative savings and loan associations.

PASSED JUNE 8, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Corporators.—Corporate Title.

SECTION 1. Any fifteen or more persons, being of full age, may form an association as provided in this act. All associations formed under the provisions hereof shall be known as coöperative savings and loan associations; and the name of every association, so formed, shall contain as a part thereof, the words Coöperative Savings and Loan Association.

Objects.

§ 2. The object and purpose of such associations shall be to encourage industry, frugality, home building and savings among its members; the accumulation of savings, the loaning of such accumulations to its members, and the repayment to each member, of his

savings when they have accumulated to a certain sum, or at any time when he shall desire the same, or the association shall desire to repay the same.

Certificate of Association, Statements in.— How Filed and Recorded.— Issue of Certificate by Secretary of State.— Record by County Clerk.

§ 3. Said association shall become incorporated by the said fifteen or more persons making, signing and acknowledging, in the manner and form prescribed for the acknowledgment of deeds in this State, a certificate, wherein shall be stated the name of said association; that the association is formed under and for the purposes prescribed in this act; the town, village or city where the association is located within this State; and the limit of the number of shares of stock it shall have outstanding at any one time. When made as aforesaid, said certificate shall be filed and recorded in the office of the Secretary of State, and upon said certificate being so filed and recorded, the Secretary of State shall issue a certificate, in proper and suitable form, declaring the facts contained in said original certificate, and the filing and recording thereof in his office, and which latter certificate shall thereupon be recorded in the county clerk's office of the county where said association is located; and upon the same being so recorded, the persons named in the certificate above-mentioned, their associates and successors, shall become a corporate body.

Officers.— By-Laws.— Special Meetings and Voting Thereon.— Holding Over by Officers.

§ 4. The officers of the association shall consist of a president, vice-president, treasurer and secretary, who shall be ex-officio members of the board of directors, which shall consist of nine members, exclusive of said ex-officio members. Other officers may be authorized by the by-laws. The duties and compensation of the officers, their terms of office, the time of their election, and time of periodical meetings of the officers and shareholders shall be determined by the by-laws; except that the board of directors shall determine each year the compensation of the treasurer and secretary. Special meetings of the officers and shareholders shall be called and held as provided by the by-laws. Each shareholder shall be entitled to one vote, at all meetings of the shareholders, for each share owned by him or held by him as trustee not in arrears for dues. All officers shall hold office until their successors are duly elected and assume the duties of their office. No association shall expire from neglect on its part to elect officers at the time prescribed by the by-laws.

Capital of Association.—Limitation.—Shares, How Issued.—Unpledged Shares.—Limitation of Shares.

§ 5. The capital of said association shall consist of the accumulated savings of its members, which it holds, and shall not exceed at any time one million dollars, and shall be divided into shares of the matured value of two hundred dollars each. The total number of shares outstanding at any time shall not exceed ten thousand. The shares shall be issued in yearly or half yearly series, in such amounts in each series, and at such times as shall be determined by the by-laws of the association. No share of a prior series shall be issued after the issuing of shares in a new series. Shares which have not been pledged as a collateral security for the repayment of a loan shall be called unpledged shares. Shares that have been so pledged, shall be called pledged shares. No person shall hold more than ten unpledged shares in any one series, nor more than twenty pledged shares in one series.

Dues.—Payment Thereof.—Fines for Arrears.—Entrance Fees.

§ 6. Savings paid to the association upon shares shall be called dues. At, or before each stated monthly or semi-monthly meeting of the board of directors each shareholder shall pay to the board or a committee thereof, one dollar dues upon each share of stock held by him until the share reaches the value of two hundred dollars, or is withdrawn, canceled or forfeited. Payment of dues on shares of each series shall commence from its issue. The association shall have power to impose and collect a fine, not exceeding ten per cent for each month in arrears, for every dollar of dues or interest which a shareholder shall refuse or neglect to pay at the time it is due. They shall also have power to charge an entrance fee of not exceeding twenty-five cents on every share of stock issued by the association.

Unpledged Shares.—Withdrawal of Accumulations Upon.—Payment of Shareholders Withdrawing.—Proviso.—Retiring of Unpledged Shares.—Determination by Lot.

§ 7. The accumulations upon unpledged shares may be withdrawn, and the shares canceled after one month's written notice of such intention filed with the secretary at or before a stated monthly meeting of the board. If filed before such meeting, the one month's notice shall not be deemed to have commenced until the first regular meeting after the filing. The withdrawing shareholder shall be paid the amount of the withdrawal value of his accumulations as determined under the by-laws, at the last distribution of profits before the notice of withdrawal, together with all dues paid since such distribution, and such interest on the value of the shares at the time of the last

distribution, and on the dues thereafter paid, as the by-laws shall determine, less any fines unpaid and a proportionate share of any unadjusted loss; provided, that at no time shall more than one-half the receipts of the association, and when the association is indebted upon matured shares, no more than one-third shall be applicable to the payment of withdrawing shareholders, without the consent of the board of directors; and when the demands of withdrawing shareholders exceed the moneys applicable to their payment, they shall be paid in the order in which their notices of withdrawal were filed with the secretary. The board of directors may at their discretion, under rules made by them, retire the unpledged shares of any series at any time after four years from the date of their issue, by enforcing withdrawals of the same; provided that the shareholders whose shares are to be retired shall be determined by lot, and that they shall be paid the full value of their shares, less all fines and proportionate part of any unadjusted loss.

Payment of Dues; When to Cease.—Payment of Matured Shares.—Proportion of Receipts Applicable.

§ 8. When each unpledged share of a given series reaches the value of two hundred dollars, all payment of dues thereon shall cease, and the holder thereof shall be paid out of the funds of the association two hundred dollars therefor, with such rate of interest as shall be determined by the by-laws, from the time the board of directors shall declare such share to have matured, until paid; but at no time shall more than one-third of the receipts of the association be applicable to the payment of matured shares, without the consent of the board of directors. The order of the payment of the matured shares shall be determined by the board of directors.

Loan of Accumulations to Members.—Open Bidding.—Person Bidding Highest, to Receive Loan.—Deduction of Premium.—Right to Borrow Restricted.

§ 9. At each monthly stated meeting, immediately following the receipt of dues and interest, the board of directors shall offer to members of the association desiring to borrow, all accumulations applicable to that purpose; the same shall be loaned in sums of two hundred dollars, the value of the matured share, or a multiple thereof, or the fractional parts of one-fourth or one-half thereof. If there shall be more than one member desiring to borrow, their right to a loan shall be determined by an open bidding of a premium per share; the member bidding the highest premium shall be entitled to the loan, upon giving proper security. From the sum loaned shall be deducted at

the time of loaning the amount of the premium bid. The receiving of such premium or interest paid on the loan shall not be deemed a violation of the usury laws. No member or members can borrow a larger sum than shall be equal to the matured value of the shares held by him or them. A borrowing member, for each share or fractional part thereof, borrowed upon, shall in addition to the dues on his shares pay monthly interest on his loan at the rate of six per cent per annum, or such lower rate as the by-laws shall name, until the shares borrowed upon, reach the matured value of two hundred dollars each, or the loan is repaid; and when such matured value is reached, the share shall cancel the loan upon it, and the proper surrenders and acquittances be made.

Loans to be Secured by Bond and First Mortgage, etc.—Transfer of Unpledged Shares to Secure Loan.—Forfeiture of Loan.—Conditions of Bond and Mortgage.—Repayment of Loans,

§ 10. For every loan made, a bond secured by a first mortgage upon unincumbered real estate shall be given, accompanied by a transfer and pledge to the association of the shares borrowed upon, and all accumulations that have or shall accrue thereon, as a collateral security for the payment of the loan; or, in lieu of the mortgage, the borrower, or another, may transfer and pledge to the association, for the payment of the loan, unpledged shares, the withdrawal value of which under the by-laws, at the time of such borrowing, shall exceed the amount borrowed and interest thereon for six months. If the borrower neglects to offer security satisfactory to the board of directors, within the time provided by the by-laws, his right to the loan shall be forfeited, and he shall be charged with one month's interest, and all necessary expenses incurred, if any, under the by-laws, in reference to his proposed loan. All bonds and mortgages given to the association shall be deemed conditional upon the performances of the provisions of this act relating to the repayment of loans and interest thereon, and the by-laws of the association, although the same may not be fully expressed therein. A borrower may repay a loan, and all arrears of interest and fines thereon, or one share thereof, that is, the sum of two hundred dollars, at any stated monthly meeting, or at any other time, but when not made at a stated meeting, he shall pay interest up to the first monthly meeting after such payment. He may repay his loan in full, thereby relieving his shares from liability upon the pledge thereof, made to the association, or he may, by a proper notice and direction as to the application, have the withdrawal value of the shares borrowed upon, applied in payment or part payment of his loan.

Arrearages of Members, Notice to Pay Same.—Forfeiture in Certain Cases.—Withdrawal Value.

§ 11. Whenever any member shall be six months in arrears in the payment of his dues upon unpledged shares, the secretary shall give him notice thereof in writing and a statement of his arrearages, by mailing the same to him at the last post-office address given by him to the association, and if he shall not pay the same at the next or second stated monthly meeting thereafter, the board of directors may, at their option, declare his shares forfeited; and at the time of such forfeiture, the withdrawal value thereof shall be determined and stated, and the defaulting member shall be entitled to withdraw the same without interest, within one year upon such notice as shall be required of a withdrawing shareholder.

Loan to Become Due, when Borrowing Member is Six Months in Arrears.—Effect Thereof.

§ 12. Whenever a borrowing member shall be six months in arrears in the payment of his dues and interest, or either, the whole loan shall become due at the option of the board of directors; and they may proceed to enforce collection upon the securities held by the association. The withdrawal value, at the time of the commencement of this action, of all shares pledged as collateral security for the loan, shall be applied upon the loan and arrearages of interest and fines thereon, and the shares deemed surrendered to the association.

Purchase of Real Estate Held Under Mortgage, etc.

§ 13. Any association may purchase at any sale, public or private, any real estate upon which it may have a mortgage, judgment, lien or other incumbrance, or in which it may have any interest; and may sell, convey, lease or mortgage the same at pleasure to any person or persons.

Associations may Borrow Money for Paying Withdrawals, etc.—Loan of Surplus to Other Associations.—Proceedings Therefor.

§ 14. Any association organized in pursuance of the provisions of this act, may borrow money for the purpose of making loans or paying withdrawals, not exceeding however, two thousand dollars, so long as its accumulated capital does not exceed ten thousand dollars; and not exceeding six thousand dollars, so long as its accumulated capital shall be over ten thousand, and does not exceed sixty thousand dollars; and whenever its accumulated capital exceeds sixty thousand dollars, it may borrow money for the purposes aforesaid not exceeding ten per cent of its accumulated capital. No money borrowed shall be for a

longer term than one year. Any association having a surplus in its treasury, for which there is no demands for loans, withdrawing shareholders or matured stock, may loan the same to another association, organized under the provisions of this act, subject to the provisions of this section, on the part of the borrowing association. No association shall borrow or make loans herein authorized, except by a two-thirds vote of its board of directors. The vote to be recorded by ayes and nays in its regular minutes.

Profits and Losses, Distribution of.—Manner of Distribution.—Undistributed Profits, Reservation as Guaranty Fund.

§ 15. Profits and losses shall be distributed at least annually, and always before issuing a new series of stock to the shares then outstanding. Profits and losses shall be distributed to all shares, in all series outstanding at the time of such distribution, in proportion to their holding value, as distinguished from their withdrawing value, except that, in addition thereto a distribution of not exceeding the amount of the entrance fee, in the discretion of the board of directors, may be made to each share outstanding in the last series issued prior to the distribution. At each periodical distribution of profits, the board of directors may reserve and carry as undistributed profits, in the nature of a guaranty fund, any sum from the net profits that in their discretion seems wise, to be applied upon any future losses that may occur from any cause whatsoever.

Transfer of Shares, How Made.—Transfer Fee.

§ 16. No transfers of shares shall be binding upon the association until the same have been made upon the books of the association; and the transferee thereof shall take the same, charged with all the liabilities and conditions attaching thereto in the hands of the one transferring the same. The association may require a "transfer fee" not exceeding twenty-five cents per share.

By-laws, Adoption of.—Attorney for Association.

§ 17. The association, as soon as duly incorporated, shall possess power to adopt by-laws, not inconsistent with the provisions of this act, regulating the due conduct of the business of the association, defining the duties of officers and committees, times of meetings, mode of determining and declaring the withdrawing value of shares, and in relation to all other matters having reference to the conduct of the business, although not specifically mentioned in this act. The board of directors shall have power to appoint and remove at pleasure an attorney for the association.

Eligibility to Membership in Association.—Accumulations, How Far Exempt.—Associations Deemed Savings Institutions.

§ 18. Any person of full age and sound mind may become a member of the association by taking one or more shares therein, and subscribing the by-laws, and annexing to his signature his post-office address; and whenever he desires his post-office address changed, he shall give written notice thereof to the secretary of the association; and for the purpose of giving any member notice, by mail, the last post-office address given by him shall be deemed the proper one. A minor may hold shares in the name of a parent, guardian, or next friend as trustee for him. All accumulations upon shares in said association held by any person shall be exempt from execution and proceedings supplementary thereto, to the amount of six hundred dollars; and the association itself shall be deemed an institution for savings and not taxable under any corporation tax law which shall exempt savings banks, or institutions for savings from taxation.

Annual Report to Bank Department.—Further Reports.

§ 19. Every association organized under the provisions of this act shall annually make a full report in writing of the affairs and condition of such corporation on the first day of January in each year to the Superintendent of the Bank Department in such form and by such officers of the corporation as the said superintendent may designate. Such report shall be verified by the oath of the officers making the same. Every association shall make any further reports which the said superintendent shall require, and in such form, and as to such matters relating to the condition and conducting of the business of the association as such superintendent shall designate. Any willful false swearing in making and verifying said reports shall be deemed perjury.

Forfeiture for Failure to Report.—Recovery of Penalty.

§ 20. If any such association shall fail to furnish to the Superintendent of the Bank Department any report required by this act, at the time so required, it shall forfeit the sum of ten dollars per day for every day such report shall be delayed or withheld; and the superintendent may maintain an action in his name of office to recover such penalty, and the same shall be paid into the treasury of the State and applied to the expenses of the Bank Department.

Visitation by Bank Superintendent.—Superintendent May Direct Discontinuance of Illegal Practices.—May Report Association to Attorney-General.—His Duty Thereupon.

§ 21. All associations organized under the provisions of this act shall be subject to the visitation and examination at all times by the Superintendent of the Bank Department, his deputies or duly appointed agents, upon the application of three or more members of said association. If it shall appear to said superintendent, from the report of any said association, or from an examination made by him, his deputies or duly appointed agents, that any such association is violating the provisions of this act, or is conducting its business in an unsafe or unauthorized manner, he shall, by an order under his hand and seal, addressed to such association, direct the discontinuance of such illegal and unsafe practices; and whenever any association shall neglect or refuse to comply with such order, or make reports as required, he shall communicate such facts to the Attorney-General, who shall thereupon be authorized to institute proceedings against any such association as are now, or may hereafter be provided for by law in the case of an insolvent incorporation, or such other proceeding as the nature of the case may require.

Existing Loan and Accumulating Fund Associations, How Entitled to Benefit of this Act.—Exemptions.

§ 22. Any association now existing and heretofore incorporated under the provisions of said chapter one hundred and twenty-two of the laws of eighteen hundred and fifty-one, may be entitled to the benefits of this act, on the majority vote of the shareholders of said association, directing the making and filing of the certificate mentioned in the third section of this act, and conforming the transaction of their business to the provisions of this act.

§ 23. Associations organized under this act shall not be subject to the provisions of chapter one hundred and forty-three of the laws of eighteen hundred and eighty-six.

§ 24. This act shall take effect immediately.

Chapter 688.

AN ACT to amend the Penal Code by adding an additional section thereto, to be known as section one hundred and seventy-one "A."

PASSED June 24, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Any person or persons, employer or employers of labor, and any person or persons of any corporation or corporations on behalf of such corporation or corporations, who shall hereafter coerce or compel any person or persons, employé or employés, laborer or mechanic, to enter into an agreement, either written or verbal from such person, persons, employé, laborer or mechanic, not to join or become a member of any labor organization, as a condition of such person or persons securing employment, or continuing in the employment of any such person or persons, employer or employers, corporation or corporations, shall be deemed guilty of a misdemeanor. The penalty for such misdemeanor shall be imprisonment in a penal institution for not more than six months, or by a fine of not more than two hundred dollars, or by both such fine and imprisonment.

§ 2. This act shall take effect immediately.

Chapter 700.

AN ACT relative to State taxation of life insurance companies upon premiums received from industrial insurance.

PASSED June 25, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

"Industrial" Insurance Relieved from Payment of Taxes.

SECTION 1. The provisions of chapter five hundred and thirty-four of the laws of eighteen hundred and eighty, entitled "An act to provide for the taxation of life insurance companies," shall not apply to the premiums received by such companies upon that form of insurance known as "industrial," the premiums for which are payable in small weekly amounts, and any tax now due under said act by any such company based upon premiums received upon such industrial insurance is hereby discharged.

§ 2. This act shall take effect immediately.

LABOR LAWS OF 1886.

- CHAPTER 31. Act to amend Penal Code.
- CHAPTER 67. Act to incorporate "Gramercy Park School and Tool-house Association."
- CHAPTER 83. Act to incorporate Niagara Hydraulic Tunnel (stock-holders liable for debts to laborers).
- CHAPTER 88. Act to amend "Act to provide for collection of demands against ships, etc."
- CHAPTER 106. Act to incorporate Lockport water supply, (stockholders liable for debts to laborers, etc).
- CHAPTER 151. Act to regulate hours of labor on street and elevated rail-roads (12 hours consecutive labor).
- CHAPTER 205. Act to amend "Bureau Labor Statistics act," (giving power to summon and examine witnesses, etc.)
- CHAPTER 261. Act to protect life in running elevators, Brooklyn.
- CHAPTER 283. Act to amend "Act in relation to assignments by debtors." (Protecting wages and salaries.)
- CHAPTER 290. Act to incorporate Industrial School of Rochester.
- CHAPTER 332. Act to incorporate Burnham Industrial Farm.
- CHAPTER 333. Act to amend "Act for incorporation of exchanges and boards of trade."
- CHAPTER 382. Act to limit effect of "Act for the better security of mechanics, laborers and others' performance of labor, etc., furnishing materials for buildings."
- CHAPTER 402. Act for registration of plumbers and supervision of plumbing and draining in Rochester.
- CHAPTER 409. Act to regulate employment of women and children in manufacturing establishments, and for the appointment of inspectors.
- CHAPTER 410. Act to provide for adjustment of disputes between employers and employés, and to create a Board of Arbitration.
- CHAPTER 428. Act to provide for course of free instruction in natural history.
- CHAPTER 432. Act to create commission for investigating how best to employ convict labor of State other than by contract system.
- CHAPTER 535. Act to provide for municipal lodging-houses in city of New York.
- CHAPTER 539. Act relating to discipline and instruction of juvenile delinquents.
- CHAPTER 543. Act to amend act "to regulate processions and parades in city of New York."
- CHAPTER 624. Act to amend charter act of Brooklyn "regulation of steam boilers, etc."
- CHAPTER 643. Act to amend act "regulating use of steam boilers in city of New York."

LABOR LAWS OF 1887.

- CHAPTER 63. Act to provide for adjustment of disputes between employers and employés and to authorize creation of Board of Mediation and Arbitration.
- CHAPTER 84. An act to amend "An act to consolidate laws affecting public interests in the city of New York." (Health department, tenement-houses, etc.)
- CHAPTER 285. An act to amend "An act to provide for the incorporation and regulation of coöperative or assessment life and casualty insurance associations and societies."
- CHAPTER 288. An act to amend "An act to consolidate special and local laws affecting public interests in the city of New York." (Health and tenement.)
- CHAPTER 289. An act to amend "An act to designate the holidays to be observed in the acceptance and payment of bills of exchange, bank checks and promissory notes, and relating to the closing of public offices." (Holiday and half-holiday act.)
- CHAPTER 313. An act to encourage the growth of free libraries and free circulating libraries in the villages and smaller cities of the State.
- CHAPTER 323. An act in relation to the labeling and marking of convict-made goods, wares and merchandize manufactured in States requiring the labeling and marking of such goods, wares and merchandize.
- CHAPTER 420. An act to amend "An act for the better security of mechanics, laborers and others who perform labor or furnish materials for building and other improvements in the several cities and counties in this State, and to repeal certain acts and parts of acts."
- CHAPTER 461. Act to fix time of payment of commercial paper.
- CHAPTER 462. Act to amend "Act to regulate employment of women and children" (Factories and Factory Inspection act).
- CHAPTER 529. Act to regulate hours of labor in street, surface and elevated railroads.
- CHAPTER 532. Act for moral protection of messenger boys.
- CHAPTER 535. Act to amend Penal Code (Sabbath breaking).
- CHAPTER 540. Act to provide free instruction in industrial drawing.
- CHAPTER 556. Act providing coöperate savings banks and loan associations.
- CHAPTER 688. Act to amend Penal Code (membership in labor organizations.)
- CHAPTER 700. Act relieving industrial assurance from taxes.

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